

**U.S. DEPARTMENT OF AGRICULTURE
FOREST SERVICE**

CONTRACT NO.:

(b)(4)

PROJECT:

**NATIONAL CALL-WHEN-NEEDED TYPE I
& II HELICOPTER SERVICES**

CONTRACTOR:

**CROMAN CORPORATION
801 AVENUE C
WHITE CITY, OR 97503**

TELEPHONE: (541) 826-4455

AWARDING OFFICE:

**U.S. FOREST SERVICE - CONTRACTING
NATIONAL INTERAGENCY FIRE
CENTER OWYHEE BUILDING - MS 1100
3833 S DEVELOPMENT AVE
BOISE, ID 83705-5354**



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TABLE OF CONTENTS

SECTION A – REQUIREMENTS AND PRICES

STANDARD FORM 1449

A.1	SCHEDULE OF ITEMS.....	3
A.2	PRINCIPAL BASE OPERATION.....	4
A.3	AIRCRAFT PERFORMANCE SPECIFICATIONS.....	4
A.4	ENGINE REQUIREMENTS.....	6
A.5	CREW COVERAGE.....	6
A.6	MAXIMUM COMPLEMENT OF PERSONNEL BY AIRCRAFT TYPE.....	6
A.7	ACCEPTABLE WORK SCHEDULES.....	7
A.8	STANDBY HOURS PER DAY.....	7
A.9	EXTENDED STANDBY HOURLY RATE.....	7
A.10	OVERNIGHT STANDARD PER DIEM RATE ALLOWANCE.....	7
A.11	OPERATIONS IN ALASKA, CARIBBEAN, CANADA, OR MEXICO.....	7
A.12	CONTRACTOR FURNISHED SPECIAL REQUIREMENTS.....	8
A.13	CONTRACT PILOT QUALIFICATION.....	8
A.14	GOVERNMENT PILOT.....	8
A.15	ADDITIONAL INFORMATION.....	9
A.16	PUBLIC AIRCRAFT OPERATIONS.....	9
A.17	AIRCRAFT PERFORMANCE CHARTS.....	9

SECTION B – TECHNICAL SPECIFICATIONS

B.1	SCOPE OF AGREEMENT.....	10
B.2	CERTIFICATIONS.....	11
B.3	GOVERNMENT FURNISHED INFORMATION.....	12
B.4	HELICOPTER REQUIREMENTS.....	12
B.5	HELICOPTER MAINTENANCE.....	20
B.6	AIRCRAFT AND EQUIPMENT SECURITY.....	22
B.7	AVIONICS REQUIREMENTS.....	22
B.8	DATA, IMAGES AND VOICE RECORDINGS.....	32
B.9	RESERVED – (Extended Standby Hourly Rate).....	32
B.10	OPERATIONS.....	32
B.11	CONTRACTOR'S ENVIRONMENTAL RESPONSIBILITIES.....	37
B.12	PERSONNEL.....	38
B.13	CONDUCT AND REPLACEMENT OF PERSONNEL.....	43
B.14	SUSPENSION AND REVOCATION OF PERSONNEL.....	44
B.15	SUBSTITUTION OR REPLACEMENT OF PERSONNEL, HELICOPTER, AND EQUIPMENT.....	45
B.16	FLIGHT HOUR AND DUTY LIMITATIONS.....	45
B.17	ACCIDENT PREVENTION AND SAFETY.....	48
B.18	MISHAPS.....	49
B.19	PERSONAL PROTECTIVE EQUIPMENT.....	50
B.20	INSPECTION AND ACCEPTANCE.....	52
B.21	PRE-USE INSPECTION EXPENSES.....	56
B.22	RE-INSPECTION EXPENSES.....	56
B.23	INSPECTIONS DURING USE.....	56
B.24	PERIOD OF BASIC ORDERING AGREEMENT.....	57
B.25	AUTHORIZED ORDERING ACTIVITIES.....	57
B.26	DAILY AVAILABILITY REQUIREMENTS.....	58
B.27	UNAVAILABILITY.....	59

TABLE OF CONTENTS

B.28	CWN PAYMENT PROCEDURES	60
B.29	PAYMENT FOR FLIGHT	61
B.30	PAYMENT FOR AVAILABILITY	62
B.31	PAYMENT FOR EXTENDED STANDBY	62
B.32	PAYMENT FOR PROJECT WORK	62
B.33	RESERVED -	63
B.34	ORDERING AND PAYMENT FOR ADDITIONAL AIRCRAFT AND PERSONNEL	63
B.35	REIMBURSEMENT FOR MOBILIZATION AND DEMOBILIZATION COSTS	64
B.36	PAYMENT FOR SUBSTITUTE/REPLACEMENT HELICOPTER	65
B.37	LODGING & MEALS	65
B.38	PAYMENT FOR FUEL SERVICING VEHICLE MILEAGE	65
B.39	PAYMENT FOR FUEL TRANSPORTATION	65
B.40	PAYMENT FOR WILDLAND FIRE CHEMICALS	66
B.41	CWN RELIEF CREW APPROVAL AND PAYMENT	66
B.42	PAYMENT FOR OVERNIGHT ALLOWANCE	66
B.43	MISCELLANEOUS COSTS TO THE CONTRACTOR	67
B.44	HELICOPTER MANAGER DELEGATED AUTHORITIES	67
B.45	DEFINITIONS	68
B.46	ABBREVIATIONS/ACRONYMS	75

SECTION C – CONTRACT TERMS AND CONDITIONS

C.1	52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)	77
C.2	CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS (52.212.4) (DEVIATION 2017-1) (OCT 2018)	77
C.3	RESERVED	84
C.4	CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS -- COMMERCIAL ITEMS (52.212-5) (MAY 2019) (DEVIATION 2017-1)	84
C.5	STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (FAR 52.222-42) (MAY 2014)	92
C.6	AVAILABILITY OF FUNDS (FAR 52.232-18) (APR 1984)	92
C.7	PROPERTY AND PERSONAL DAMAGE	92
C.8	NOTICE OF CONTRACTOR PERFORMANCE ASSESSMENT REPORTING SYSTEM (JULY 2010)	93
C.9	INSPECTION AND ACCEPTANCE (AGAR 452.246-70) (FEB 1988)	94
C.10	RESERVED	94
C.11	AFFIRMATIVE PROCUREMENT OF BIO BASED PRODUCTS UNDER SERVICE AND CONSTRUCTION CONTRACT (FAR 52.223-2) (SEPT 2013)	94
C.12	CONTRACTOR AUTHORIZED SIGNATURES	95
C.13	OPTION TO EXTEND SERVICES (FAR 52.217-8) (NOV 1999)	96
C.14	ECONOMIC PRICE ADJUSTMENT SPECIFIED FLIGHT RATE CONTRACTS	96
C.15	ECONOMIC PRICE ADJUSTMENT FOR EXTENDED STANDBY	97
C.16	ORDERING (FAR 52.216-18) (OCT 1995)	97
C.17	PERIOD OF PERFORMANCE (AGAR 452.211-74) (FEB 1988)	97

SECTION D – EXHIBITS

D.1	LIST OF EXHIBITS	98
	EXHIBIT 1 - FIRST AID KIT AERONAUTICAL (B.4)	99
	EXHIBIT 2 - SURVIVAL KIT AERONAUTICAL (LOWER 48) (B.4)	100

TABLE OF CONTENTS

EXHIBIT 3 - ALASKA (A.1, A.7, A.33)	101
EXHIBIT 4 - RESTRAINT SYSTEMS CONDITION INSPECTION GUIDELINES (B.4 (d) (8))	104
EXHIBIT 5 - ADDITIONAL SUPPRESSION/PREScribed FIRE EQUIPMENT (B.4 (d) (7), B.4 (d) (18), B.10 (e))	105
EXHIBIT 6 - HIGH VISIBILITY MARKINGS ON MAIN ROTOR BLADES (B.4 (d) (16))	109
EXHIBIT 7 - RESERVED – (Additional Avionics Equipment)	109
EXHIBIT 8 - FUEL SERVICING EQUIPMENT REQUIREMENTS (B.4 (d) (21))	110
EXHIBIT 9 - OPERATIONS AND SAFETY PROCEDURES GUIDE FOR HELICOPTER PILOTS	117
EXHIBIT 10 - INTERAGENCY GUIDELINES FOR VERTICAL REFERENCE/EXTERNAL LOAD TRAINING (B.12 (f) (1))	118
EXHIBIT 11 - HELICOPTER MAKE/MODEL/SERIES LIST (B.21 (b))	120
EXHIBIT 12 - HELICOPTER SERVICES HOURLY FLIGHT RATES, FUEL CONSUMPTION,	121
EXHIBIT 13 - INTERAGENCY HELICOPTER LOAD CALCULATION (A.3, B.10 (a) (5))	122
EXHIBIT 14 - HELICOPTER AND FUEL SERVICE TRUCK PRE-USE CHECKLIST	125
EXHIBIT 15 - PERFORMANCE REPORT	126
EXHIBIT 16 - DEPARTMENT OF LABOR WAGE DETERMINATIONS	131
EXHIBIT 17 – RESERVED- (Supplemental Rappel Requirements- Equipment)	131
EXHIBIT 18 - CONTRACTOR'S VERIFICATION OF INDIVIDUAL HELICOPTER PILOT REQUIREMENTS AND EXPERIENCE FOR INITIAL INTERAGENCY APPROVAL (B.12 (c) (9), B.20 (i) (2))	132
EXHIBIT 19 - "ON CONTRACT" PILOT OPERATIONAL TRAINING (B.10 (a) (3))	133
EXHIBIT 20 - AIRCRAFT MECHANIC (HELICOPTER) QUALIFICATION FORM (B.12 (h) (5))	136
EXHIBIT 21 - WEIGHT AND BALANCE FORM (EXAMPLE) (A.3, B.5 (a) (15 & 17))	138
EXHIBIT 22 - RESERVED – Computed Gross Weigh	144
EXHIBIT 23 - PERFORMANCE BY GOVERNMENT-FURNISHED PILOT (A.14)	145
EXHIBIT 24 - FAA OVER WATER KIT (A.12)	148
EXHIBIT 25 - LITTER KIT PROVISIONS AND LITTER (A.12)	149
EXHIBIT 26 – RESERVED – (Aerial Ignition)	149
EXHIBIT 27 – RESERVED – (Law Enforcement Short Haul Special Mission Qualifications & Requirements)	149
EXHIBIT 28 - PUBLIC AIRCRAFT OPERATIONS	150
EXHIBIT 29 - VENDOR-CONTRACTOR QA/EVALUATION/SAFETY CHECKS	151
EXHIBIT 30 – RESERVED – (Night Flying Operations)	151
EXHIBIT 31 - SAFETY MANAGEMENT SYSTEM (SMS) COMPONENTS QUESTIONNAIRE AND ACCIDENT HISTORY	152
EXHIBIT 32 - TRANSPORTATION WORKSHEET	155
EXHIBIT 33 – RESERVED – (Additional Telemetry Unit (ATU))	157

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				1. REQUISITION NUMBER		PAGE 1 OF 200	
2. CONTRACT NO. (b)(4)		3. AWARD/EFFECTIVE DATE 01/01/2020		4. ORDER NUMBER		5. SOLICITATION NUMBER (b)(4)	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME ROBERT HOFFMAN		b. TELEPHONE NUMBER (No collect calls) 208-387-5681		6. SOLICITATION ISSUE DATE August 01, 2019	
9. ISSUED BY NATIONAL INTERAGENCY FIRE CENTER U.S. FOREST SERVICE – CONTRACTING OWYHEE BUILDING - MS 1100 3833 S. DEVELOPMENT AVE BOISE, ID 83705-5354		CODE		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: 100% FOR: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> (EDWOSB) <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> 8 (A) NAICS: 481212 SIZE STANDARD: 1500 Employees		8. OFFER DUE DATE/LOCAL TIME September 3, 2019 2:00 PM MDT	
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input checked="" type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>		13b. RATING	
15. DELIVER TO NATIONAL INTERAGENCY FIRE CENTER U.S. FOREST SERVICE – CONTRACTING OWYHEE BUILDING - MS 1100 3833 S. DEVELOPMENT AVE BOISE, ID 83705-5354		CODE		16. ADMINISTERED BY Same As Item 9		14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP	
17a. CONTRACTOR/ OFFEROR Croman Corp 801 Avenue C White City, Oregon 97503		CODE 81700 FACILITY CODE		18a. PAYMENT WILL BE MADE BY ALBUQUERQUE SERVICE CENTER INCIDENT BUSINESS – CONTRACTS 101B SUN AVENUE, NE ALBUQUERQUE, NM 87109		CODE	
TELEPHONE NO. 541-826-4455 DUNS (b)(6)		17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER <input type="checkbox"/>		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM			
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	National Call When Needed (CWN) Heavy (Type I) and Medium (Type II) Helicopter Services <u>See Schedule of Items Section A.1</u>						
25. ACCOUNTING AND APPROPRIATION DATA					26. TOTAL AWARD AMOUNT (For Govt. Use Only)		
<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED <input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED					<input type="checkbox"/> 29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____ YOUR OFFER ON SOLICITATION (BLOCK 5); INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:		
30a. SIGNATURE OF OFFEROR/CONTRACTOR 				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) ROBERT HOFFMAN Digitally signed by ROBERT HOFFMAN Date: 2020.01.06 15:09:51 -07'00'			
30b. NAME AND TITLE OF SIGNED (Type or print) Kory Kaufman, President		30c. DATE SIGNED 8-26-2019		31b. NAME OF CONTRACTING OFFICER (Type or print)		31c. DATE SIGNED	

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SECTION A REQUIREMENTS AND PRICES

GENERAL

To obtain the services for Heavy and Medium (Type I and II) Helicopters fully operated, meeting the technical requirements of this solicitation and the specifications for operation on an on call, Call When Needed (CWN) basis by multiple agencies party to various National Interagency Fire Center (NIFC) inter-agency agreements.

It is the intent of this solicitation to award multiple Basic Ordering Agreements (BOA's). These BOA's will be a duration of 48 months with an Option to extend services for up to six additional months. Award of BOA's will be made to offerors proposing reasonable prices and submitting technically acceptable proposals. The Government will determine price reasonableness based on historical pricing.

Awards will not be made for helicopters considered unsuitable for the Government's need, or at prices determined to be unreasonable. Materially unbalanced offers may be rejected.

ORDERS AND PROCEDURES

(1) Delivery or performance shall be made only as authorized by orders issued in accordance with the B.25 AUTHORIZED ORDERING ACTIVITIES paragraph.

Subject to any limitations elsewhere in this contract, the Contractor shall furnish to the Government all services specified in the Schedule and called for by orders issued in accordance with the Ordering Agreement. The Government may issue orders requiring performance at multiple locations.

(2) Call When Needed Helicopter flight services for All Risk Management to be furnished under this agreement shall be ordered by issuance of a task order (resource order). Orders for fire incidents and emergency support will only be placed by the National Interagency Coordination Center (NICC), after coordination with the National Aviation Coordinator or National Assistant Helicopter Operations Specialist, located at the National Interagency Fire Center (NIFC) in Boise, Idaho or activities designated in the agreement. After coordination with the National Aviation Coordinator and approval by the Contracting Officer, Resource Orders for project flight services may be ordered on a case by case basis, subject to agency procurement requirements.

The Department of Interior (DOI), Interior Business Center (IBC), Contracting Officer (CO) is authorized to place Task Orders directly with the contractor in accordance with the terms and conditions of this Basic Ordering Agreement All Risk Management as follows:

Fire - The DOI Contracting Officer will provide each CWN vendor a task order number to support all DOI fire suppression activities at award of the contract and every fiscal year, thereafter. The task order is for invoicing purposes and the vendor is responsible for the input of the flight data into their own website account, Aviation Information Reporting Support (AIRS) and the submittal of their invoice through IPP. DOI will provide a copy of the detailed invoicing instructions to the CWN vendor upon receipt of their fire task order. The Resource Orders for fire suppression activities are issued by the National Interagency Coordination Center (NICC).

Search & Rescue (SAR) for National Park Service – The DOI Contracting Officer will provide the CWN vendor a SAR DOI Task Order number at the time an order is placed with NICC and that Task Order number will be provided to the USFS COR.

SECTION A
REQUIREMENTS AND PRICES

Non-Fire - Project orders will be placed by the DOI CO and coordinated through, and with the NICC when the task order is issued to the contractor. The DOI CO shall perform all contract administration, payment processing, claims adjudication, and close-out of each DOI task order.

(3) At the time of dispatch or re-assignment, the Government dispatch center will provide a Resource Order Form, including an incident project name, Incident project order number and the appropriate Government Agency (USFS or DOI) agreement number or task order number supporting the suppression assignment. The DOI Task Order numbers can be found at the following website:

<https://www.doi.gov/aviation/aqd/contracts>

An order may be made orally or electronically, but will be confirmed in writing by a Government resource order for the USFS or DOI. If the incident is in support of DOI, the Resource Order will be related to the issued fire task or SAR order number. The contractor shall provide the resource order to the Government's authorized representative upon arrival at the incident. Additionally, for DOI support, the vendor must provide the issued fire or SAR task order number. The contractor shall follow the procedures as stated in Contract Paragraph C-28, Payment Procedures.

(4) All resource/task orders are subject to the terms and conditions of this contract. In the event of conflict between a task order and this contract, the contract shall control.

(5) If the Government places a request and the vendor cannot meet the mission requirements, specified time frames, or if the Contractor does not accept the order, the Government may acquire the required services from another source.

SECTION A
REQUIREMENTS AND PRICES

A-1 SCHEDULE OF ITEMS

This is an Agreement for Interagency Call-When-Needed (CWN) Helicopter Services. Furnish Type (insert Helicopter Heavy (Type 1) or Medium (Type II) helicopter(s) fully operated and maintained; including fuel servicing vehicle(s), meeting the requirements of this schedule and the specifications included herein, on a call-when-needed basis. Offerors are instructed to place an asterisk in the N number column for any helicopters not currently available for inspection/carding.

Upon Contractor's acceptance of an order from an authorized ordering office, the order becomes a binding contract under the prices, terms, and conditions of this agreement.

N Number	Make	Model & Series	Category ¹	Equipped Weight ² (per contract definition)	Helicopter Allowable HOGE Payload ⁵	Daily Av Rate ³ Base Year	Daily Av Rate ³ 1 st Period	Daily Av Rate ³ 2 nd Period	Daily Av Rate ³ 3 rd Period	Daily Av Rate 6 Mo Option	Project Flight Rate ⁴ Base Year	Project Flight Rate ⁴ 1 st RP	Project Flight Rate ⁴ 2 nd RP	Project Flight Rate ⁴ 3 rd RP
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(b)(4)

**SECTION A
REQUIREMENTS AND PRICES**

¹ Category: Indicate the category the aircraft is offered as: Standard = S, Limited (Standard Category offered in a Limited Capacity) = L, and Restricted = R

² Contracted Helicopter Equipped Weight

Equipped Weight = _____ lbs

Equipped Weight for Standard Category (Passenger Carrying) aircraft see "Equipped Weight" in Definitions (B.45).

Equipped Weight includes the weight of a fixed tank or the weight of the empty bucket and any associated suspension hardware (cables, connectors, etc.) for restricted aircraft. See Clause B.45 for reference.

³ The awarded Daily Availability Rate shall include all fixed and variable costs (depreciation, salaries, overnight allowances, overhead, permanent shop facilities, etc.) incurred in providing continuous service exclusive of those costs directly attributed to actual flight.

⁴ Project Flight Rates will not be used in the evaluation for award.

Hourly Flight Rate will be paid at the applicable Hourly Flight Rate, in accordance with Exhibit 12, Helicopter Services Hourly Flight Rates, Fuel Consumption, and Weight Reduction Chart.

⁵ Calculated from Line 13 of Load Calculation Form (OAS-67/FS 5700-17)

**SECTION A
REQUIREMENTS AND PRICES**

A.2 PRINCIPAL BASE OPERATION

Offeror shall enter the location of the "Principle Base of Operation" in accordance with the definitions found in Section C for the offered aircraft.

801 Avenue C White City	Oregon
Location (Physical Address)	State

A.3 AIRCRAFT PERFORMANCE SPECIFICATIONS (MINIMUM) TO BE USED FOR PROPOSAL EVALUATION PURPOSES AND AIRCRAFT WEIGHING AND WEIGHT VALIDATION

(a) Performance shall be based on minimum engine specification. Aircraft performance capabilities shall be determined by using the Standard Interagency Helicopter Load Calculation Method. (Exhibit 13, Interagency Helicopter Load Calculation)

Performance enhancing data (Power Assurance Checks, wind charts, etc) shall not be used. Only FAA approved charts based on minimum specification engine performance shall be used. As an example, Kaman K-1200 helicopters shall only use minimum specification engine performance data calculated from Rotorcraft FMS NO. 1, (USFS Fire Fighting).

Use (Exhibit 13, Interagency Helicopter Load Calculation and Exhibit 12, Hourly Flight Rates, Fuel consumption, and Weight Reduction Chart) per aircraft type and the appropriate Hover Ceiling Charts (HOGC and HIGE) from the approved Rotorcraft Flight Manual with current supplements and changes as applicable.

Vendors shall use Computed Gross Weight from Exhibit 22 for load calculation purposes for submitting proposals.

For field operations use current temperature and elevation for performance planning purposes.

(b) Aircraft Weighing and Weight Validation

(1) The aircraft's equipped weight is determined using weight and balance data, which was determined by actual weighing of the aircraft in accordance with the manufacturer's requirements and configured in accordance with the agreement specifications, as proposed. Additional weighing criteria:

(i) The weighing shall be accomplished by the Contractor or their agent.

(ii) All weighing of aircraft shall be performed on scales that have been certified as accurate ***within the previous one (1) year***. The certifying entity may be any accredited weights and measures laboratory using standards traceable to the National Institute of Standards and Technology (NIST). The scales will be listed by make, model and calibration date in the aircrafts weight and balance documentation (See Form B, Exhibit 21).

(iii) Weighing shall be:

(A) Accomplished within 12 months prior to the due date of proposal submission, and

**SECTION A
REQUIREMENTS AND PRICES**

(1) For aircraft on the companies operating certificate that are currently operating or outside of the US, the current operating weight and balance will be submitted. These aircraft will be required to be weighed within 12 months prior to initial contract inspection.

(B) At an interval of 24 months thereafter and / or

(C) Following any major repair or major alteration or change to the equipment list, which significantly affects the center of gravity of the aircraft.

(iv) Helicopter(s) under this solicitation shall:

(A) Remain at or below the contracted helicopter equipped weight as proposed in the base year of the agreement. When there is a difference in the aircraft's weight between different sets of scales, scales shall be allowed a maintenance tolerance of .2 % (two tenths of a percent) of the scale reading for each set of scales. For example, a helicopter that weighed 6000 lbs on one scale set would be allowed a 12 lb tolerance on each scale set when compared. (Ref. NIST Handbook 44, Table 6).

(B) Be allowed a total of 1% above the contracted helicopter equipped weight as proposed during the combined agreement option periods.

(v) Cowlings, doors and fairings shall not be removed to meet agreement equipped weight for performance.

(vi) If the government requires additional equipment after agreement award, no penalty will be assessed.

(2) Reserved

Tier 1 Performance Specifications:

CAPABILITY OF:

At 7,000 feet pressure altitude and 20°C with ☐ non-jettisonable ☒ jettisonable

☒ Hovering out of ground effect (HOGE)

The payload of 3,300 pounds, as determined by Exhibit 13, Standard Interagency Load Calculation form, using a standard pilot weight of 200 pounds and fuel for one hour and 30 minutes (01+30) as determined by Exhibit 12, Hourly Flight Rates, Fuel Consumption, and Weight Reduction Chart.

Note: See schedule of items for tank or bucket requirements.

**SECTION A
REQUIREMENTS AND PRICES**

Tier 2 Performance Specifications:

CAPABILITY OF:

At 5,000 feet pressure altitude and 30°C with ☐ non-jettisonable ☒ jettisonable

☒ Hovering out of ground effect (HOGE)

The payload of 1600 pounds, as determined by Exhibit 13, Standard Interagency Load Calculation form, using a standard pilot weight of 200 pounds and fuel for one hour and 30 minutes (01+30) as determined by Exhibit 12, Hourly Flight Rates, Fuel Consumption, and Weight Reduction Chart.

Note: See schedule of items for tank or bucket requirements.

Aircraft Performance Specifications: (minimum) to be used for proposal evaluation purposes

A.4 ENGINE REQUIREMENTS

Turbine engine(s)

A.5 CREW COVERAGE

The number of persons required will be the minimum complement of personnel while operating under this agreement, additional positions may be offered to staff and support the helicopters.

☐ One Pilot Crew or ☒ Two Pilot crew or ☐ Three Pilot crew

And

☒ 7-Day Coverage (See Chart Below)

COVERAGE	FUEL SERVICING VEHICLE DRIVER	MECHANIC
7-Day Coverage	Full Time FSVD Required at Host Base/Alternate Base	Full Time Mechanic(s) Required at Host Base/Alternate Base

A.6 MAXIMUM COMPLEMENT OF PERSONNEL BY AIRCRAFT TYPE

Type I (Heavy) Helicopters - A maximum of 10 Personnel may be paid as per the payment clause.

Type II (Medium) Helicopter - A maximum of 4 Personnel may be paid as per the payment clause.

Note: Managers may pay up to the Maximum Compliment.

A.7 ACCEPTABLE WORK SCHEDULES (NEED TO CHECK ONE)

☐ 12/2 ☒ 12/12 ☐ Other (If "Other" is checked, Identify requested schedule, which is subject to approval by Contracting Officer)

**SECTION A
REQUIREMENTS AND PRICES**

A.7 ACCEPTABLE WORK SCHEDULES (NEED TO CHECK ONE)

☐ 12/2 ☐ 12/12 ☐ Other (If "Other" is checked, Identify requested schedule, which is subject to approval by Contracting Officer)

Note: All Personnel shall be under the same work schedule with the exception of Maintenance Personnel. Maintenance Personnel may work a 14/14 schedule. If maintenance personnel work 14 days on, they must take 14 days off, unless approved by the Contracting Officer. Days off schedule may vary. A 14/14 schedule must be requested by checking "Other" and subject to approval by the Contracting Officer.

A.8 STANDBY HOURS PER DAY

9 Hours Standby per day

A.9 EXTENDED STANDBY HOURLY RATE

(a) The extended standby rate will be reviewed on an annual basis to ensure compliance with the Service Contract Act and an adjustment will be made if needed. The extended standby rate will be computed by taking the minimum wage rate from the Department of Labor Wage Determination (current at that time), for Nationwide Pilot, times 1.5 plus 20% for benefits, overhead and profit and rounded to the nearest dollar. If needed, adjusted rates will become effective annually on February 16 of each year.

(b) Extended standby is not intended to compensate the Contractor on a one-to-one basis for all hours necessary to service and maintain the aircraft.

(c) The current rate is \$52.00 per hour.

A.10 OVERNIGHT STANDARD PER DIEM RATE ALLOWANCE

Rates as published in Federal Travel Regulations See Section B.37 and B.42

A.11 OPERATIONS IN ALASKA, CARIBBEAN, CANADA, OR MEXICO (Contractor to check all that apply).

Contractor has authorization as indicated in FAA 135 Operation Specifications (if contractor has an FAA 135 Certificate) for operations in the following locations. If Contractor has no FAA 135 Certificate, please select areas of operations willing to accept. If accepting work in Alaska, contractor shall meet the requirements of Exhibit 3 prior to mobilizing to Alaska.

☐ ALASKA ☐ CARIBBEAN ☐ CANADA ☐ MEXICO

**SECTION A
REQUIREMENTS AND PRICES**

√	Description	Capacity	Quantity	Unit	Unit Price
	Seeder			Day	\$
	Fertilizer Spreader			Day	\$
	Fixed Suppressant/Retardant Delivery Tank			Day	\$
	Dip Tank/Water Pumps			Day	\$
	Spill Containment Barrier			Day	\$
	Tundra Boards or Snow Pads			Day	\$
	Aerial Ignition (See Exhibit 26)			Day	\$
	Infrared Capability				
	Short Haul Capability (See Exhibit 27)				
	Hoist Capability				
	Floats/Pop-outs				
	Other Equipment Offered				

A.13 CONTRACT PILOT QUALIFICATION

Pilots performing on this contract will meet the requirements of Section B.12 (c) & (d) and B.20. Contractors will offer pilots approved or eligible for approval in the mission tasks selected below. All pilots offered may be evaluated in accordance with B.12 (b) (2) or when requested by the CO.

- ☒ Low Level (Recon and Surveillance) Required All Items
- ☒ Helitack/Passenger Transport Required All Standard Category Type II Aircraft
- ☒ External Load (belly hook) Required All Type II
- ☒ Water/Retardant Delivery Required All Bucket and Tank Items
- ☒ Longline VTR (150') Required All Type I and Type II Bucket Items
- ☒ Snorkel Required All Tanked Items
- ☒ Mountainous Terrain Flight Required All Items

A.14 GOVERNMENT PILOT

Contractor ☐ will ☒ will not authorize performance of work under the contract by a Government Pilot. (See Exhibit 23)

A.15 ADDITIONAL INFORMATION

Additional information that is required to be submitted with your proposal is contained in Section E, Instructions to Offerors-Commercial Items (FAR 52.212-1) (Tailored).

A.16 PUBLIC AIRCRAFT OPERATIONS

After contract award, the contractor/company should declare Public Use by completing Exhibit 28 Public Aircraft Operations.

Refer to FAA AC 00-1.1A:

https://www.faa.gov/documentLibrary/media/Advisory_Circular/AC_00-1_1A.pdf

**SECTION A
REQUIREMENTS AND PRICES**

A.15 ADDITIONAL INFORMATION

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A.17 Aircraft Performance Charts

Submit the aircraft performance charts that will be used in computing the Interagency Load Calculations. These aircraft performance charts will be part of the agreement award. The Contractor shall provide updated charts when the aircraft performance charts submitted are no longer valid.

SECTION B TECHNICAL SPECIFICATIONS

B.1 SCOPE OF AGREEMENT

(a) The intent of this solicitation and any resultant agreement is to obtain helicopters fully operated by qualified and proficient personnel and equipped to meet specifications contained herein for offered helicopters used in the administration and protection of Public Lands.

(b) The Contractor shall keep and maintain programs necessary to assure safety of ground and flight operations. The development and maintenance of these programs are a material part of the performance of the contract. (See Section E Synopsis of Safety Program) Examples of such programs include but are not limited to: 1) Personnel Activities, 2) Maintenance, 3) Safety and 4) Compliance with Regulations.

(c) The primary purpose of this solicitation and resulting agreements is to obtain Call When Needed Helicopter Services to supplement the US Forest Service's natural resource and fire suppression programs. These services will predominately support additional needs over and above the requirements of Exclusive Use helicopter contracts. However, at times, these agreements may be utilized to obtain pricing and requirements for extended periods to supplement exclusive use contracts. This would only be under unusual circumstances such as an unusually severe fire season or unexpected terminations or non-renewals of exclusive use contracts.

(d) The helicopter furnished will be used for incident support and may also be used for project, law enforcement, and administrative flights. If contractor agrees to perform law enforcement, such agreement shall be in writing.

(e) The Government has Interagency and cooperative agreements with Federal and State Agencies and private landholders. Helicopters may be dispatched under this contract for such use.

(f) The Contracting Officer (CO) may by mutual agreement, release the Contractor from the contract for short periods of time to perform outside work for other Federal, State, or local agencies or private parties. During the period of such release, the U.S. Forest Service (USFS) shall not be responsible for any payment or liability.

(g) The Department of Interior (DOI), Contracting Officer (CO) will provide each CWN vendor a task order number to support all DOI fire suppression activities at award of the contract and every fiscal year, thereafter (<https://www.doi.gov/aviation/aqd/contracts>). In addition, if a National Park Service Search & Rescue (SAR) mission is required, the DOI Contracting Officer will provide the CWN vendor a SAR DOI task order number and will ensure to provide that to the USFS COR. The task order is for invoicing purposes and the vendor is responsible for the input of the flight data into their own website account, Aviation Information Reporting Support (AIRS) and the submittal of their invoice through IPP. DOI will provide a copy of the detailed invoicing instructions to the CWN vendor upon receipt of their fire task order. The Resource Orders are issued by the National Interagency Coordination Center (NICC).

(h) Non-Fire - the DOI CO has the authority to place Task Orders directly with the contractor in accordance with the terms and conditions of this Basic Ordering Agreement in support of non-suppression activities (projects). Project orders will be placed by the DOI CO and coordinated through, and with the NICC when the task order is issued to the contractor. The DOI CO shall perform all contract administration, payment processing, claims adjudication, and close-out of each DOI task order.

(i) The contractor will keep their individual contracted helicopters, respective status, of either "available" or "non-available," current with the National Interagency Coordination Center (NICC). Notification to NICC of the availability status may be accomplished by telephone at (208) 387-5400; by FAX at (208) 387-5414 or 5663.

SECTION B TECHNICAL SPECIFICATIONS

B.2 CERTIFICATIONS

(a) General

(1) Contractors shall be currently certificated to meet 14 Code of Federal Regulations (CFR), 133 (External Load Operations), 135 (Commuter and On Demand Operations and Rules Governing Person on Board Such Aircraft), and 137 (Agricultural Aircraft Operations), as applicable. Any helicopter offered shall be listed by make, model, series, and registration number on the Operators Certificates.

(2) Helicopters shall conform to the approved type design (normal or transport), be maintained and operated in accordance with type certificate requirements notwithstanding the aviation regulations of the State in which the helicopter may be operated except those requirements specifically waived by the CO. If an operator has a 135 certificate, the aircraft will be maintained in accordance with their FAA approved maintenance program. 14 CFR Part 133 and 137 helicopters will be maintained in accordance with the type certificate and applicable supplement type certificates (STC).

(3) Reserved

(4) Each helicopter shall operate in accordance with an approved 14 CFR Part 133, Rotorcraft Load Combination Flight Manual (RLCFM), unless the CO specifically waives the requirement. A copy of the RLCFM shall be kept with the aircraft at all times.

(b) Standard Category Helicopters

(1) All passenger-carrying flights, regardless of the number of passengers carried, shall be conducted in accordance with the Contractor's 14 CFR Part 135 operations specifications.

(2) Helicopters shall be certificated in Normal or Transport Category.

(3) The Government may elect not to utilize individual Standard Category helicopter for passenger transport.

(4) Helicopters shall carry their fully rated capacity of cargo for suppressant/retardant as determined by use of the approved weight and balance performance data.

(c) Restricted Category Helicopters

(1) Helicopter(s) certificated in Restricted Category shall have been issued a Special Airworthiness Certificate.

(i) Aircraft is required to have a Special Airworthiness Certificate prior to initial contract inspection.

(2) Helicopter(s) configured from aircraft types that have FAA Type Certificates obtained by the helicopter manufacturer shall incorporate the manufacturer's designated changes to bring the helicopter into conformity with their type design, excluding passenger configuration requirements. All applicable Airworthiness Directives and mandatory manufacturer Service Bulletins shall be accomplished.

SECTION B TECHNICAL SPECIFICATIONS

(3) Helicopter(s), which are configured from former military aircraft, which have FAA Type Certificates based upon military operation in lieu of a manufacturer's Type Certificate, shall have all applicable Time Compliance Technical Orders (TCTO's), military Service Bulletins, and Safety-of-Flight Messages accomplished. This includes any directives, which refer to later models of the same type, which were issued after the earlier models had left the military inventory. When FAA approvals establish more restrictive limits, such limits will prevail.

(4) Helicopters shall carry their fully rated capacity of cargo for suppressant/retardant as determined by use of the approved weight and balance performance data.

B.3 GOVERNMENT FURNISHED INFORMATION

(a) Reserved

(b) The following information must be down-loaded by the contractor and kept on aircraft:

(1) NWCG Standards for Aviation Transport of Hazardous Materials:

<https://www.nwcg.gov/sites/default/files/publications/pms513.pdf>

Department of Transportation (DOT) Special Permit Letter:

<https://www.nwcg.gov/sites/default/files/publications/pms513-fs-dot-sp-9198.pdf>

(2) Reserved

(c) Wildland Fire Chemicals listed on the current Qualified Product List (QPL) may be provided by the Government as needed in accordance with the most current QPL as specified at

<https://www.fs.fed.us/rm/fire/wfcs/index.htm>.

(d) The following may be provided to the Contractor at the convenience of the Government.

AUX-FM adapter cable with portable radio

B.4 HELICOPTER REQUIREMENTS

(a) General

(1) Helicopter shall be maintained in accordance with all applicable 14 CFR requirements, mandatory manufacturers' bulletins as required or identified by the FS and/or DOI, and all applicable FAA Airworthiness Directives (AD).

(2) All required documents needed to verify the data in Form FS-5700-21a or OAS 36b; Helicopter Data Record (including airframe logs, engine logs, compliance with mandatory manufacturer's bulletins, FAA AD compliance, listing of installed STC's, and helicopter status record, etc.) shall be made available to FS or DOI inspector(s). A status sheet containing the status of inspections, Airworthiness Directives and components having time/life limits will be available with each helicopter.

SECTION B
TECHNICAL SPECIFICATIONS

(3) Unless authorized by an approved Minimum Equipment List (MEL), the helicopter shall not be approved or used if any accessory or instrument listed on the helicopter type certificate data sheet is inoperative. However, all items required by this agreement may not be placed on an MEL as non-operational unless approved by a government Aviation Maintenance Inspector or the CO. As an example the following equipment, when inoperative, cannot be placed on an MEL with the helicopter continuing to be utilized under agreement.

- (i) Emergency Locator Transmitter
- (ii) VHF-AM Transceiver (at least one must be operational)
- (iii) P25 Digital VHF-FM Transceiver (at least one must be operational)
- (iv) Transponder and altitude reporting system (at least one must be operational)
- (v) Static pressure, altimeter, and automatic altitude reporting system (at least one must be operational and connected to an operational transponder and altitude reporting system)

(4) Helicopter shall not be approved if any component time in service exceeds the manufacturers' recommended Time Between Overhaul (TBO) or FAA-approved extension. All inspection times and intervals shall comply with the Contractor's FAA approved maintenance program.

(5) Complete set of current aeronautical charts covering area of operation. The Contractor shall be responsible for providing navigation publications. FAA approved "electronic" flight bags meet this requirement.

(b) Condition of Equipment

(1) Contractor-furnished aircraft and equipment shall be operable, free of damage, and in good repair. Helicopter systems and components shall be free of leaks except within limitations specified by the manufacturer.

(2) All windows and windshields shall be clean and free of scratches, cracks, crazing, distortion, or repairs, which hinder visibility. Repairs such as safety wire lacing and stop drilling of cracks are not acceptable permanent repairs. Prior to acceptance, all temporarily repaired windows and windshields shall have permanent repairs completed or shall be replaced.

(3) The helicopter interior shall be clean and neat. There shall be no unrepaired tears, rips, cracks, or other damage to the interior. The exterior finish, including the paint, shall be clean, neat, and in good condition (i.e. no severe fading or large areas of flaking or missing paint etc.). Military or other low visibility paint schemes are unacceptable. Any corrosion shall be within manufacturer or FAA acceptable limits.

SECTION B
TECHNICAL SPECIFICATIONS

(c) Center of Gravity

- (1) All helicopters shall be configured so that the center of gravity will remain within the FAA approved Flight Manual published limits for all load requirements and full range of fuel conditions, including ferry with minimum crew without subtraction or addition of ballast.
- (2) All helicopters shall be loaded such that the center of gravity will remain within allowed limit during the flight. Actual weights will be used for flight calculation.
- (3) When the equipped weight of the helicopter, as noted by registration number in Section B, Schedule of Items changes, the Contractor shall notify the CO of the change and submit a new weight and balance as required by the Agreement.

(d) General Equipment (as applicable)

Helicopters shall be configured with the equipment required by 14 CFR and approved for make and model furnished. In addition, the following will be required:

- (1) A copy of the Awarded Agreement and modification(s) shall remain in the helicopter during the Agreement period(s). The flight manual supplements (performance charts) and Load Calculations as submitted with the contractor's proposal were utilized in aircraft performance evaluations for award of the Basic Ordering Agreement (BOA). These documents, by virtue of the agreement award were incorporated into the BOA. These are also required to be kept with the helicopter through the life of the agreement, in addition to the aforementioned agreement and modification (s) associated with it, as a complete Agreement package. This is irrespective of the fact that these performance charts are included in the Flight Manual, which is not, in turn, a substitute for a complete Agreement package being with the helicopter.
- (2) Instrumentation required by the Type Certificate and 14 CFR for use with the make and model furnished.
- (3) Free air temperature gauge.
- (4) Approved helicopter lighting for night operation in accordance with 14 CFR 91.209, plus instrument lights.
- (5) First Aid Kit Aeronautical (Exhibit 1, First Aid Kit Aeronautical)
- (6) Survival Kit Aeronautical (Exhibit 2, Survival Kit Aeronautical, Lower 48 and Exhibit 3 Alaska Supplement; weight of Survival Kit shall be considered as an addition to the equipped weight of the aircraft and will be documented on the C-chart or equipment list)
- (7) Additional Suppression/Prescribed Fire Equipment (Exhibit 5, Additional Suppression/Prescribed Fire Equipment) as applicable.
- (8) Seats, Seatbelts and Shoulder Harnesses
 - (i) Seat belts for all seats. One set of individual lap belts for each occupant.

SECTION B
TECHNICAL SPECIFICATIONS

(ii) FAA-approved double-strap shoulder harness with automatic or manual locking inertia reels for each front seat occupant. Shoulder straps and lap belts shall fasten with one single-point, metal-to metal and quick-release mechanism. Standard factory shoulder harnesses are acceptable for Aerospatiale and Bell transport category helicopters. Military style harnesses are acceptable. (Exhibit 4, Restraint Systems Condition Inspection Guidelines).

(iii) For Type II (Medium) Helicopters: FAA approved shoulder harness (single diagonal strap with inertia reel) for each aft cabin passenger position. Shoulder harness straps and lap belts must fasten with a single-point, metal-to-metal, and a quick-release mechanism.

(iv) Reserved

(v) All Seats, Seat Belts and Shoulder Harnesses for all helicopters must either be:

(A) An OEM installation

(B) STC'd

(C) Approved for installation by an FAA Form 8110-3 with all DER supporting engineering substantiation documentation attached or

(D) Field Approved for installation with supporting FAA Form 8110-3 and all DER supporting engineering substantiation documentation attached

(vi) Installations substantiated to the requirements 14 CFR Part 29 are most desirable. All data pertinent for these installations shall be available for review by the Forest Service prior to agreement award. Installations of a seat, seat belt or shoulder harness are not acceptable as a minor alteration. Seatbelt and shoulder harness installations should follow the guidelines and best practices of FAA Advisory Circular (AC) 21-25A and 21-34. Field Approvals based on previously approved installations must match Make and Model. Field Approvals using previously approved "generic" Field Approvals are not acceptable, i.e. a Field Approval for a Bell 212, based on a previously approved similar installation for an S-58, would not be acceptable.

(9) One flight hour meter (Hobbs) installed in a location observable from the cockpit.

The meter shall be wired in series with a switch on the collective control, and a switch that is activated by engine or transmission oil pressure.

OR

For helicopters with a landing gear incorporating an extendable strut, the hour meter may be activated by a switch mounted in such a manner as to only operate when the strut is fully extended.

The hour meter shall record actual flight time in hours and tenths of an hour only.

SECTION B
TECHNICAL SPECIFICATIONS

(10) Operations from other than the manufacturer's designated pilot station (right seat in most helicopters) are allowed only with an approved FAA Supplemental Type Certificate (STC) or field approval and designation on the aircraft Interagency Data Card. For single piloted aircraft, field approvals in lieu of STCs are not acceptable unless the appropriate crew door has been modified with bubble window (if available) and operational gauges installed in the door that can be viewed by the pilot while performing vertical reference operations.

(11) Convex mirror for observation of external loads and landing gear (not required for aircraft equipped ONLY for vertical reference operations).

(12) As required by 14 CFR, fire extinguisher(s) shall be a hand-held bottle, fully charged, with a minimum 2-B:C rating, maintained in accordance with NFPA 10 and mounted with a quick release attachment accessible to the flight crew while seated.

(13) Standard Category helicopters with a floor height greater than 18-inches shall have an approved personnel access step to assure safe entrance and exit from each door of the helicopter. A section of external cargo rack may be utilized as a step by providing a clear space covered with non-skid material. (Not required for Type 1 helicopters).

(14) Reserved

(15) One or more independently switched white strobe light(s) mounted on top of the helicopter or otherwise visible from above. An LED aviation red strobe installed by the OEM or Supplemental Type Certificate will also fulfill this requirement. In order to meet agreement specifications, Contractors shall obtain FAA approval (FAA Form 337) to alter the aircraft, if applicable.

Each anti-collision light shall be aviation red and shall meet the applicable requirements of 14 CFR Part 27.1401 or Part 29.1401.

(16) High visibility markings on main rotor blades (Exhibit 6, High Visibility Markings on Main Rotor Blades).

(17) Remote and Cargo Hook

(i) Cargo Hook

(A) One keeperless cargo hook that is capable of being loaded and locked in a single motion with one hand, and is rated at the maximum lifting capacity of the aircraft. Not required for Type I helicopters.

(B) As a minimum, the cargo hook shall be completely disassembled and inspected with repairs made as required, lubricated, and a full-load operational check in accordance with manufacturer's recommendations.

SECTION B
TECHNICAL SPECIFICATIONS

(ii) Remote Hook/Long line

(A) One remote cargo hook capable of being loaded and locked in a single motion with one hand, and is rated at the maximum lifting capacity of the aircraft and a minimum of 150 feet of long line. Long line may consist of multiple segments and none shorter than 50 feet as per Exhibit 5.

(B) For Power requirements see Exhibit 5

(18) Variable capacity collapsible bucket(s) (Required for all bucket helicopters and Type II and III tanked helicopters)

(i) All Buckets

(A) One (1) collapsible, variable capacity water/retardant buckets shall be furnished under this Contract. Bucket must be capable of being transported in cabin or baggage compartment or external basket of the helicopter.

(B) The bucket, at 100 percent of manufacturers rated capacity (+/-5%) shall be commensurate with the maximum OGE lifting capability of the helicopter at 5000 PA and 30 degrees C and use 200 pounds for each pilot and 1 1/2 hours of total fuel or the manufacturer recommended size/model bucket by helicopter make and model shall be used. The bucket shall be capable of being operated with all increments of the long-line.

(C) An Operations Manual for the type bucket(s) provided shall be available on site.

(D) Environmental operating conditions may dictate the need for more than one size bucket.

(E) Shall be leak free (1/2 gallon or less in a 24-hour period)

(ii) Non-Gated buckets and non-powerfill buckets

(A) A second variable capacity water/retardant is required. At 100% capacity, the second bucket shall be no more than 10% greater than the minimum capacity of the primary bucket.

(B) Bucket capacity at each position or adjustment level shall be marked on the bucket. Collapsible buckets with cinch straps shall only be adjusted to marked graduations (i.e., 90%, 80%, and 70%). Intermediate graduations or capacities below the manufacturer's minimum graduation (by tying knots, etc.) are prohibited.

(C) Either the weight of the bucket or capacity at each adjustment level shall be marked on the bucket or the operator shall have a written statement of the maximum capacity (weight) at each adjustment point.

SECTION B
TECHNICAL SPECIFICATIONS

(iii) Gated Buckets and Powerfill buckets

(A) Requires electronic hook load measuring system that provides cockpit readout of the actual weight.

(B) Either the weight of the bucket or capacity shall be marked on the bucket or the operator shall have a written statement of the maximum capacity (weight).

(C) If powerfill equipped, bucket must fill to maximum capacity in no more than 90 seconds.

(19) For Type I Helicopters

(i) Tanked aircraft will display the last three numbers/letters of the aircraft registration on both sides of the aircraft. Numbers/letters will be high visibility/contrasting colors and a minimum 32 inches high and 5 inches wide. Number placement on the aircraft sides should give high consideration to visibility from the ground. If there is a duplication in Aircraft Identifier for substitute aircraft and/or if a fixed external tank is replaced or moved to a different airframe, contact your CO for direction.

All other tank numbers (ex: 700 series) must be removed from aircraft when hired on this agreement.

Example: N282CL will display 2CL

(20) Reserved

(21) Fuel Servicing Vehicle (See Exhibit 8 Fuel Servicing Equipment Requirements) (Not required for Alaska).

(22) FAA Approved Extended Height /High Skid Landing Gear (if available by STC or aircraft manufacturer).

(23) FAA approved high visibility, pulsating, forward facing, conspicuity lighting.

(24) FAA approved locking cap(s) on all fuel filler ports. Single point refueling port dust caps need not have an FAA approved locking device.

(25) FAA approved Wire Cutters, for Standard Category personnel transport helicopters only.

(26) FAA approved floor protection. Helicopters shall have floor protection within the cargo area. Floor protection is not required within the passenger seating areas. Floor protection in both seating and cargo areas shall not be in excess of ½ inch to allow for installation of all passenger seats and access to all installed anchor points. (Not applicable to Type 1 or restricted category helicopters.)

SECTION B
TECHNICAL SPECIFICATIONS

(27) Internal baggage compartment/external cargo basket/racks. For Type II Standard Category Aircraft. All cargo restraint anchor locations must have cargo rings installed. Minimum of fifteen (15) cubic feet of cargo space with isolated internal baggage compartment(s) capable of accommodating 58-inch long shovels, rakes, and other fire fighting tools (requires rear bulkhead modification of baggage compartment of some models).

External cargo basket(s)/rack(s) with a closing mechanical latching lid, if available, may be provided in lieu of baggage compartments, which cannot be modified to accept fire tools. The lid shall cover the entire basket/rack. Cargo basket/rack shall be at least 4-inches deep and shall not hamper ingress and egress of personnel from the cabin area. The devices shall be simple in function and have the capacity of being installed quickly. All cargo will be loaded, contained and restrained in a FAA Approved manner that is compliant with the aircraft's approved flight manual and the operator's 135 Operations Manual.

All helicopters equipped with an external basket must have an FAA STC or field approval applicable for make and model, for dimension, load carrying capability and material construction. The basket will have a hinged top with a suitable method to secure the top closed in flight, to prevent the contents from exiting.

All helicopters shall have FAA approved internal cargo area restraints or barriers which extend from the floor to the ceiling, isolating the passenger area from the cargo area (transmission wells), sliding door area and will not compromise passenger ingress and egress. Cargo behind soft passenger seats must be restrained while seats are occupied per 14 CFR Part 29 requirements. Restraints or barriers must be capable of being removed within 15 minutes. Restraints within the cargo area of the transmission wells shall have netting restraints only.

(28) Reserved

(29) Engine inlet air filtration system/particle air separator for all medium and light helicopters.

(30) Heating system for windshield de-fog.

(31) Kit for disposal of fuel during start-up/shut down; i.e., EPA Bell Kit if commercially available.

(32) Reserved

(e) Reserved

SECTION B TECHNICAL SPECIFICATIONS

B.5 HELICOPTER MAINTENANCE

(a) General

- (1) The Contractor shall be capable of providing field maintenance support to each helicopter for extended periods during heavy use.
- (2) Helicopters shall be operated and maintained in accordance with 14 CFR requirements and manufacturers' recommendations. Special equipment and/or modification of the helicopter to meet requirements of this contract shall be inspected, repaired, and altered in accordance with 14 CFR requirements and manufacturer's recommendations or engineered data and, if required, be FAA approved. All "time change" components, including engines, shall be replaced upon reaching the factory recommended time, or FAA approved extension if applicable. Helicopters operated with components and accessories on approved TBO extension programs are acceptable, provided the Contractor who provides the helicopter is the holder of the approved extension authorization (not the owner if the helicopter is leased), and shall operate in accordance with the extension.
- (3) FAA, CFR 14, Part 145 Repair Stations, may be used for specific maintenance functions that the repair station is certified for. The helicopter must be returned to service under the repair station certificate, and not under an individual's certificate for the repair station; for example repairman or A&P mechanic. The repair station may not be used in lieu of a carded mechanic if required by this contract.
- (4) Contract performance may subject the helicopter engine to frequent smoke, sand and dust ingestion. All helicopters shall comply with the erosion inspection procedures at the recommended intervals in accordance with the engine operation and maintenance manual for the Contracted aircraft.
- (5) All maintenance performed shall be recorded in accordance with 14 CFR 43 and 91 including helicopter time-in-service and hour meter reading.
- (6) A copy of the current maintenance record required by 14 CFR 91 shall be kept with the aircraft, and at least every 12 flight hours or 7 days- whichever occurs first; transmitted to the operator's home office (Location that Certificate is held).
- (7) Maintenance of aircraft records shall be in accordance with the FAA Advisory Circular (AC) No. 43-9C as revised.
- (8) Contractor shall notify the Contracting Officer Representative (COR) at least 16 flight hours prior to the initiation of any maintenance inspection. In addition the Contractor shall immediately notify the COR of any change of an engine, power train, control, or major airframe component and circumstances inducing the change.
- (9) Routine maintenance shall be performed before or after the daily standby or as approved by the COR.
- (10) All inspection times and intervals shall comply with the Contractor's FAA Approved Maintenance Program.

SECTION B
TECHNICAL SPECIFICATIONS

(11) Inspections shall be performed in a maintenance facility, or in the best field conditions available.

(12) Reserved

(13) Reserved

(14) Reserved

(15) All weighing of aircraft shall be performed on scales that have been certified as accurate within the previous one (1) year. The certifying entity may be any accredited weights and measures laboratory using standards traceable to the National Institute of Standards and Technology (NIST). The scales shall be listed by make model and calibration date in the aircrafts weight and balance documentation (See Form B, Exhibit 21).

(i) For aircraft on the companies operating certificate that are currently operating outside of the US, the current operating weight and balance will be submitted. These aircraft will be required to be weighed within 12 months prior to initial contract inspection.

(16) Helicopter(s) under initially awarded agreements(s) under this solicitation shall remain at or below contracted helicopter equipped weight as proposed in the base year of the agreement. Helicopters will be allowed a total of 1% above the awarded contracted helicopter equipped weight as proposed during the combined agreement renewal periods. The helicopter's equipped weight is determined using weight and balance data which was determined by actual weighing of the aircraft within 12 months prior to the due date of proposal submission and 24 months thereafter or following any major repair or major alteration or change to the equipment list which significantly affects the center of gravity of the aircraft. If the government requires additional equipment after agreement award no penalty will be assessed.

(17) A list of equipment installed in the aircraft at the time of weighing shall be compiled. The equipment list shall include the name, weight, arm and moment of each item installed. Items that may be easily removed or installed for aircraft configuration changes (seats, doors, radios, cargo hook, baskets, special mission equipment, etc.) shall also be listed including the name, weight, arm and moment of each item. Each page of the equipment list shall identify the specific aircraft by serial and registration number. Each page of the equipment list shall be dated indicating the last date of actual weighing or computation. The weight and balance shall be revised each time equipment is removed or installed which more than negligibly affects the center of gravity of the aircraft. See Exhibit 21 for an acceptable example.

(18) When the contract equipped weight of the aircraft, as noted by registration number in Section A, Schedule of Items, changes, the Contractor shall notify the CO of the change and submit a revised weight and balance as required by the Agreement.

SECTION B TECHNICAL SPECIFICATIONS

(b) Turbine Engine Power Assurance Checks

(1) A power assurance check shall be accomplished on the first day of operation, and thereafter within each 10-hour interval of contracted flight operation unless prohibited by environmental conditions (i.e. weather, smoke). The power assurance check shall be accomplished by the contractor in accordance with the Rotorcraft Flight Manual or approved company performance monitoring program. A current record of the power assurance checks will be maintained with the aircraft under this Agreement and any renewal periods.

(2) Helicopters with power output below the minimum published performance charts or if the trend analysis indicates significant deterioration in performance the aircraft shall be removed from service. The power condition shall be corrected before return to service and agreement availability.

(c) Maintenance Flights

A functional maintenance flight shall be performed following overhaul, repair, and/or replacement of any engine, power train, rotor system or flight control equipment, and following any adjustment of the flight control systems before the helicopter is returned to service. The flight will be performed at the Contractor's expense. Results of the maintenance flights shall be reported to and approved by the FS or DOI Aviation Maintenance Inspector before the helicopter is returned to Agreement availability.

(d) Reserved

(e) Calibrated Tools

All Torque wrenches and measuring devices must be calibrated annually. A decal showing current calibration must be affixed to each tool showing calibration date.

B.6 AIRCRAFT AND EQUIPMENT SECURITY

(a) The security of Contractor provided helicopter and equipment is the responsibility of the Contractor.

(b) Helicopter shall be electrically and/or mechanically disabled by two independent security systems whenever the helicopter is unattended. Deactivating security systems shall be incorporated into preflight checklists to prevent accidental damage to the helicopter or interfere with safety of flight.

(c) Examples of unacceptable disabling systems are:

(1) Locked door/windows; and/or

(2) Fenced parking areas.

B.7 AVIONICS REQUIREMENTS

(a) Minimum Requirements

SECTION B TECHNICAL SPECIFICATIONS

All avionics used to meet this agreement shall comply with the requirements of paragraph (b) *Avionics Specifications* and paragraph (c) *Avionics Installation and Maintenance Standards*. The following are the minimum avionics which shall be installed. Additional avionics may be required in section B of this agreement.

(1) All Helicopters

- (i) One VHF-AM Radio (COM 1)
- (ii) One VHF-FM Radio (FM 1)
- (iii) One Auxiliary FM system (AUX FM) {Not required in heavy helicopters with 2 VHF-FM radios installed or KMAX}
- (iv) One Global Positioning System (GPS)
- (v) An Intercom System (ICS) {Not required in single occupant aircraft}
- (vi) Audio Control systems applicable to the type of aircraft offered
- (vii) An Emergency Locator Transmitter (ELT)
- (viii) An Automated Flight Following System (AFF)
- (ix) One Transponder
- (x) One Altimeter and Automatic Pressure Altitude Reporting system
- (xi) One Auxiliary Power Source (3 Pin) {Not required in helicopters not approved for passengers}
- (xii) One Bucket/Torch Connector (9 Pin) {Not required in heavy helicopters}
- (xiii) Lighting for night operations in accordance with 14 CFR 91.205 (c)
- (xiv) Lighting for all instruments required by 14 CFR 91.205 (b)
- (xv) ADS-B OUT will be required beginning January 1st 2020

(2) Reserved

(3) Reserved

(4) Helicopters approved for Air Tactical operations

Helicopters may be approved for Air Tactical operations provided they meet the requirements of (a) (1) (iii) through (a) (1) (xv) and the following requirements based on the type of Air Tactical approval. These requirements are for optional mission approval only. Paragraph (a) (1) and additional requirements in section A shall remain the minimum required avionics for aircraft under this agreement.

SECTION B
TECHNICAL SPECIFICATIONS

(i) Type I

(A) Two VHF-AM Radios (COM 1 & COM 2)

(B) Two VHF-FM Radios (FM 1 & FM 2)

(C) Radio transmit capability from the aft passenger compartment connected to the SIC/observer Audio Control system. An Aft Audio Control system for this position is acceptable.

(ii) Type II

(A) Two VHF-AM Radios (COM 1 & COM 2)

(B) One VHF-FM Radio (FM 1)

(C) Radio transmit capability from the aft passenger compartment connected to the SIC/observer Audio Control system. An Aft Audio Control system for this position is acceptable.

(iii) Type III

(A) Two VHF-AM Radios (COM 1 & COM 2)

(B) One VHF-FM Radio (FM 1)

(b) Avionics Specifications

All avionics used to meet this agreement shall comply with the following requirements and paragraph (c) *Avionics Installation and Maintenance Standards*.

(1) Communications systems

Transmitters shall not open squelch on, or interfere with, other AM or FM transceivers on the aircraft which are monitoring different frequencies. Transmit interlock functions shall not be used with communication transceivers. (This paragraph does not apply to single pilot helicopters which are not approved for passengers or non-fire aircraft.)

(i) VHF-AM Radios

VHF-AM radios shall be TSO approved aeronautical transceivers, permanently installed, and operate in the frequency band of 118.000 to 136.975 MHz with a minimum of 760 channels in no greater than 25 KHz increments. Transmitters shall have a minimum of 5 Watts carrier output power.

(ii) VHF-FM Radios

All aircraft approved for fire operations shall use P25 Digital VHF-FM transceivers meeting the specifications of FS/OAS A-19. FM radios used in all aircraft shall be agency approved. FS/OAS A-19 and a list of currently approved

SECTION B TECHNICAL SPECIFICATIONS

FM radios can be found on the following website:

<http://www.nifc.gov/NIICD/documents.html>. The following requirements shall be met.

(A) VHF-FM radios shall be aeronautical transceivers, permanently installed in a location that is convenient to the PIC and SIC/observer, and operate in the frequency band of 138 to 174 MHz. All usable frequencies shall be programmable in flight. Narrowband and digital operation shall be selectable by channel for both MAIN and GUARD operation. Carrier output power shall be 6-10 Watts nominal.

(B) Transceivers shall have a GUARD capability constantly monitoring (b)(7)(F) on all GUARD transmissions. Simultaneous monitoring of MAIN and GUARD is required. Scanning of GUARD is not acceptable. Aircraft not approved for Air Tactical operation only require one FM GUARD receiver.

(C) Transceivers shall have the capability of encoding CTCSS sub audible tones on all channels. A minimum of 32 tones meeting the current TIA/EIA-603 standards shall be selectable.

(D) Transceivers shall have the capability to display both receiver and transmitter frequencies. Activation indicators for transmit and receive shall be provided for both MAIN and GUARD operation.

(E) The radio shall use an external broadband antenna covering the frequency band of 138 to 174 MHz (Comant CI-177-1 or equivalent).

(iii) Auxiliary FM systems (AUX FM)

An interface to properly operate a portable FM radio through the aircraft audio control systems shall be provided using an MS3112E12-10S type bulkhead mounted connector with contact assignments as specified by FS/OAS A-17 available at the following website: <http://www.nifc.gov/NIICD/documents.html>. Sidetone for the portable radio shall be provided (AEM AA34 or equivalent). The following applies to all AUX FM installations.

(A) An external broadband antenna covering the frequency band of 138 to 174 MHz (Comant CI-177-1 or equivalent) shall be installed with the associated coax terminated in a bulkhead mounted BNC connector adjacent to the above 10 pin connector.

(B) A portable radio mount (Field Support Services AUX-EPH-RB or equivalent) shall be installed providing the crew unrestricted operation of the radio controls when connected with an 18 inch adapter cable.

(C) A VHF-FM radio meeting the requirements of paragraph (b) (1) (ii) may be installed, in addition to the radios already required, in lieu of the AUX FM system.

(iv) Non-Standard Radios

SECTION B TECHNICAL SPECIFICATIONS

Non-standard radios shall be aeronautical transceivers interfaced to the aircraft audio control systems and a compatible antenna via an approved installation. The radio shall be compatible with the requesting unit.

(v) Reserved

(vi) Reserved

(2) Audio Systems

(i) Intercom Systems (ICS)

ICS shall integrate with the aircraft audio control systems and mix with selected receiver audio. An independent ICS volume control, keyed operation, and a "hot mic" capability shall be provided for each required position. Passenger volume adjustments must not affect other positions. Hot mic may be voice activated (VOX) or controlled via an activation switch. The ICS must have the capability to isolate the flight crew from passengers.

ICS is required for the PIC and SIC/observer for all aircraft. Exclusive-use helicopters approved for passengers, and helicopters which require an aft audio control system, shall provide ICS at all passenger positions. Call-when-needed helicopters approved for passengers shall provide ICS for two aft exit passenger positions.

(ii) Audio Control Systems

(A) General

Aircraft configuration shall comply with the applicable drawing for "Helicopter Audio Requirements" at the following website: <http://www.nifc.gov/NIICD/documents.html>. A master radio volume control and collocated controls for transmitter selection and independent receiver selection of all required radios shall be provided for each required audio control system. Each system shall have the capability to simultaneously select and utilize a different transceiver (and PA if required). Sidetone shall be provided for the user as well as for cross monitoring by all installed systems. Receiver audio shall be automatically selected when the corresponding transmitter is selected. Receiver audio shall be provided to each position which requires ICS (refer to ICS section for requirements). Aft audio control systems are not required to provide NAV audio.

All required passenger positions shall utilize the SIC/observer's audio control system unless an aft audio control system is installed. Exclusive use helicopters approved for passengers shall provide radio transmit capability for two aft passenger positions. See the applicable "Helicopter Audio Requirements" drawing for locations.

SECTION B TECHNICAL SPECIFICATIONS

Audio controls shall be labeled as COM-1, FM-1, AUX, PA etc... as appropriate or as COM-1, COM-2, COM-3, etc... with the corresponding transceiver labeled to match. Audio shall be free of distortion, noise, or crosstalk. The system shall be designed for use with 600 ohm earphones and carbon equivalent, noise cancelling, boom type microphones (Gentex 5060-4 or equivalent). The PIC and SIC/observer shall have U-92 type audio jacks.

All required passenger positions with ICS, including the SIC/observer, shall have MS3112E10-6S type 6-pin connectors wired for compatibility with an appropriate drop cord (Alpine Aerotech AAL280 series or equivalent). The 6-pin connector is not required at the SIC position in aircraft requiring dual pilots. Aft passenger connectors shall be mounted above the seats and near the passengers head. Drop cords shall be provided with the aircraft for all passenger positions which require ICS. In lieu of the 6-pin connector and drop cord, the SIC/observer may utilize either a foot or console mounted Push-To-Talk (PTT) switch in conjunction with a switch to select between radio and ICS PTT operation. Crew positions shall have radio and ICS PTT switches on their respective cyclic controls in addition to the previous requirements.

(B) Drop Cord Requirements

- Coil cord that extends to 6 feet nominally
- 6-Pin MS3476L10-6P type connector on the coil cord
- U-92 (TJT-120) type audio jack on the housing
- Large clip
- Volume control
- ICS switch with momentary and lock positions
- Radio PTT switch (only for positions which require radio transmit)

(C) Aft Audio Control Systems (when required)

The audio controller shall be installed in a location that provides unobstructed access to the controls while seated. Aft passengers shall utilize the aft audio control system(s). Two aft passenger positions shall have radio transmit capability. See the applicable "Helicopter Audio Requirements" drawing for locations.

(D) Required Audio Control systems

The following audio control systems are required based on helicopter type

- Helicopters not approved for passengers

A single audio control system for the PIC and SIC/observer

SECTION B TECHNICAL SPECIFICATIONS

- Light and Medium Helicopters approved for passengers

Two separate audio control systems (which may be combined in a single unit) for the PIC and SIC/observer

- Heavy Helicopters approved for passengers

Two separate audio control systems (which may be combined in a single unit) for the PIC and SIC/observer and an aft audio control system for the Helicopter Manager.

(3) Navigation Systems

(i) Global Positioning Systems (GPS)

(A) Aeronautical GPS

Each required GPS shall be TSO approved, permanently installed where both the PIC and SIC/observer can clearly view the display, use an approved external aircraft antenna, and be powered by the aircraft electrical system. The GPS shall utilize the WGS-84 datum, reference coordinates in the DM (degrees/minutes/decimal minutes) format and have the ability to manually enter waypoints in flight. The GPS navigation database shall be updated annually covering the geographic areas where the aircraft will operate.

(B) Portable Aviation GPS

Portable aviation GPS units (Garmin GPSMAP, aera, or equivalent) are acceptable when an Aeronautical GPS is not specified. They shall be securely mounted via an approved installation using the aircraft electrical system and a remote antenna. The GPS shall present information from an overhead perspective. The PIC shall have clear view of the display and unrestricted access to the controls. The SIC/observer shall also have a clear view of the display in Air Tactical aircraft. The GPS shall meet the above datum, coordinate, and database requirements for an aeronautical GPS. Portable GPS units are not acceptable for aircraft performing IFR or NVG operations.

(C) GPS with Moving Map

The GPS providing data to the moving map shall meet all of the above GPS requirements. The moving map's display shall be 3 inches wide, 1.5 inches high, and show the aircraft's present position relative to user selected waypoints and geographical features. The map may be integrated with the GPS.

(4) Surveillance systems

SECTION B TECHNICAL SPECIFICATIONS

(i) Emergency Locator Transmitters (ELT)

Emergency locator transmitters must be helicopter models with at least a 5 axis G-switch and certified to TSO C126 or newer. ELTs must be automatic fixed, installed in a conspicuous or marked location, and meet the same requirements as those detailed for airplanes in 14 CFR 91.207 (excluding section f). ELT mounts must use rigid attachments and meet the deflection requirements of RTCA/DO-204. Velcro style mounts are not acceptable. ELT antennas must be mounted externally to the aircraft unless installed in a location approved by the aircraft manufacturer. Documentation of current registration is required from the national authority for which the aircraft is registered(ii) Automated Flight Following systems (AFF)

Automated flight following systems must be compatible with the government's tracking program (AFF.gov), utilize satellite communications, and use aircraft power via a dedicated circuit breaker. AFF must be functional in all phases of flight and in all geographic areas where the aircraft will operate. The following additional requirements shall be met.

(A) A subscription service shall be maintained through the equipment provider allowing position reporting via the Government AFF Program. The reporting interval must be every two minutes while aircraft power is on.

(B) AFF equipment must be registered with AFF.gov providing all requested information. Changes to equipment and registration information shall be reported to AFF.gov ensuring the program is current prior to aircraft use. For assistance, the Fire Applications Help Desk (FAHD) may be reached at (866) 224-7677 or (616) 323-1667.

(C) An AFF operational test shall be performed by the vendor no less than seven calendar days prior to the annual compliance inspection. This test must ensure that the system meets all requirements and is displayed in the AFF viewer with the correct information. A user name and password are required. Registration and additional information are available at <https://www.aff.gov/>. If the aircraft is not displaying properly, the vendor shall notify AFF.gov.

(D) If AFF becomes unreliable the aircraft may, at the discretion of the Government, remain available for service utilizing radio/voice systems for flight following. The system shall be returned to full operational capability within 5 calendar days after the system is discovered to be unreliable.

(E) This clause incorporates the *JSON Specification Section Supplement* available at https://www.aff.gov/documents/Json_Specification_Section_Supplement.pdf as if it was presented as full text herein.

(F) For questions about current compatibility requirements contact the AFF Program Manager by emailing affadmin@firenet.gov.

SECTION B TECHNICAL SPECIFICATIONS

(iii) Reserved

(iv) Transponders

Transponder systems shall meet the requirements of 14 CFR 91.215(a). Part 135 aircraft shall meet the "Mode S" requirements of 14 CFR 135.143(c). Transponder systems shall be tested and inspected every 24 calendar months as specified by 14 CFR 91.413.

(v) Altimeter and Automatic Pressure Altitude Reporting systems

Altimeter, static pressure, and automatic pressure altitude reporting systems shall be installed and maintained in accordance with the IFR requirements of 14 CFR Part 91. These systems shall be tested and inspected every 24 calendar months as specified by 14 CFR 91.411.

(vi) Reserved

(vii) Automatic Dependent Surveillance – Broadcast Out (ADS-B OUT)

ADS-B OUT systems must be approved to TSO-C154c or TSO-C166b. Aircraft operating outside of the United States must be equipped with systems approved to TSO-C166b.

(5) General Systems

(i) Reserved

(ii) Auxiliary Power Source (3 Pin)

An MS3112E12-3S type connector shall be installed and mounted in a location convenient to the passenger compartment and protected by a 5 Amp circuit breaker. Pin A shall be +28 VDC. Pin B shall be airframe ground. Pin C shall not be used. Reference FS/OAS A-16.

(iii) Bucket/Torch Connector (9 Pin)

(A) An MS3101A24-11S type connector shall be installed adjacent to the cargo hook within 12 inches. The connector must be adequately supported to prevent tension on the electrical wiring. Pin D must be airframe ground. Pin E must be +28 VDC operated with the "Bucket Open" switch on the collective and protected by a 50 Amp circuit breaker that can be manually opened and reset.

(B) The bucket open switch must be clearly labeled "Open", spring-loaded to the "Off" position, and mounted on the collective to avoid confusion with the cargo hook release. The switch must be of a different design and mounted in such a way as to not easily be confused with the RPM Control (Beep switch).

SECTION B
TECHNICAL SPECIFICATIONS

(C) Reserved

(iv) VHF-FM Programming Ports

DB-9 type D-subminiature connectors shall be installed in a location convenient to the SIC/observer. These shall be wired for RS232 serial communication between all required VHF-FM radios and a laptop computer. Individual connectors or an FM select switch may be used. Pin 2 shall be data transmitted from the FM. Pin 3 shall be data received by the FM. Pin 5 shall be signal ground. Compatible radio front panel connectors may be used to meet this requirement if serial adapter cables are provided with the aircraft. For example TDFM 136A s/n FDA1200 and higher.

(v) Reserved – (GPS Data Connectors)

(vi) External Portable Aviation GPS Antennas

Antennas shall be TSO approved and compatible with the portable aviation GPS of the requesting unit.

(vii) Dual USB charging Ports

USB charging ports must be TSO approved, capable of providing at least 2 amps of power to each port simultaneously with an output voltage of 5 VDC and installed in a location convenient to the specified users.

(viii) Portable Electronic Device (PED) Tolerance -
RESERVED

(c) Avionics Installation and Maintenance Standards

All avionics used to meet this agreement shall comply with the manufacturer's specifications and installation instructions, federal regulations, and the following requirements.

(1) Strict adherence to the guidelines in FAA AC 43.13-1B Chapter 11 "Aircraft Electrical Systems" and Chapter 12 "Aircraft Avionics Systems" as well as FAA AC 43.13-2B Chapter 1 "Structural Data", Chapter 2 "Communication, Navigation and Emergency Locator Transmitter System Installations" and Chapter 3 "Antenna Installation" is required.

(2) All antennas shall be FAA approved, have a Voltage Standing Wave Ratio (VSWR) less than 3.0 to 1 and be properly matched and polarized to their associated avionics system.

(3) Labeling and marking of all avionics controls and equipment shall be understandable, legible, and permanent. Electronic label marking is acceptable.

(4) Avionics installations shall not interfere with passenger safety, space or comfort. Avionics equipment shall not be mounted under seats designed for energy attenuation. In all instances, the designated areas for collapse shall be protected.

SECTION B TECHNICAL SPECIFICATIONS

(5) All avionics equipment shall be included on the aircraft's equipment list by model, nomenclature, and location.

(6) Avionics systems shall meet the performance specifications of FS/OAS A-24 Avionics Operational Test Standards. For a copy of all FS/OAS documents visit <http://www.nifc.gov/NII/CD/documents.html>.

B.8 DATA, IMAGES AND VOICE RECORDINGS

All contractually required recorded data, and images and voice data collected or stored from radios, sensors, phones, cameras or other audio and image recording devices are the property of the of the USDA Forest Service while on contract.

This will include but not be limited to, Additional Telemetry Units, Automated Flight Following, and Operational Loads Monitoring data and data collected or stored from EO/IR sensors, any cameras, radios or other audio and video recording devices owned by the contractor, contractor representatives or the Forest Service. Use of the audio and image data outside of the scope of the contract is prohibited unless authorized in writing by the contracting officer.

B.9 RESERVED – (Extended Standby Hourly Rate)

B.10 OPERATIONS

(a) General

(1) Regardless of any status as a public helicopter operation (see Exhibit 28), the Contractor shall operate in accordance with their approved 14 CFR 135 Operations Specification and all portions of 14 CFR 91 (including those portions applicable to civil aircraft) and each certification required under this Agreement unless otherwise authorized by the CO. Forest Service acknowledges certain special use missions do not fall within the purview of 14 CFR Parts 135 and 91. Special use missions include but are not limited to rappel short haul aerial ignition and rope assisted deployment operations.

(2) A Government representative may inspect the pilot's Interagency Helicopter Pilot Qualification Card for currency before any flight. The Government has operational control and can delay, terminate, or cancel a flight at any time.

SECTION B TECHNICAL SPECIFICATIONS

(3) The government recognizes the ever-increasing difficulty operators are encountering in hiring mission-qualified pilots. In response to this situation the government has developed provisions for contractors to conduct "On Contract" pilot operational training. This program has been designed with the intent of providing operational training opportunities to contractors seeking to upgrade pilots into new aircraft, and to provide operational training for pilots with little or no previous natural resource/wildland fire experience. Other significant conditions and restrictions are detailed in Exhibit 19. Adherence to these guidelines is critical for success of the program. See Exhibit 19.

(4) Performance enhancing data (Power Assurance Checks, wind charts, etc) shall not be used. Only FAA approved charts based on minimum specification engine performance shall be used. As an example, Kaman K-1200 helicopters shall only use minimum specification engine performance data calculated from Rotorcraft FMS NO. 1, (USFS Fire Fighting).

(5) Use (Exhibit 13, Interagency Helicopter Load Calculation and Exhibit 12, Hourly Flight Rates, Fuel consumption, and Weight Reduction Chart) per aircraft type and the appropriate Hover Ceiling Charts (HOGE and HIGE) from the approved Rotorcraft Flight Manual.

(6) For contracts requiring longline operations, any combination of line length may be used at the discretion of the pilot, providing the pilot card is endorsed Longline VTR and interagency policies (obstacle and tail rotor clearance etc.) are adhered to.

(7) All documents required to be with aircraft during contract period, may be stored in an electronic storage device. The storage device must have a viewing screen of at least 7 inches. If an electronic storage device is used, a paper back up for each required document must be available with the support vehicle. Examples of approved storage device are Tablet; IPAD etc. smart phones will not be acceptable.

(8) The aircraft must be shut down after 4 hours of flight (Hobbs) time or 2 fuel cycles (whichever occurs first).

(b) Pilot Authority and Responsibilities

(1) The Pilot-In-Command (PIC) is responsible for the safety of the aircraft, loading and unloading of occupants and cargo. The pilot shall comply with the directions of the Government, except when in the pilot's judgment compliance will be a violation of applicable federal or state regulations or agreement provisions. The pilot has final authority to determine whether the flight can be accomplished safely and shall refuse any flight or landing which is considered hazardous or unsafe.

(2) The pilot is responsible for computing the weight and balance for all flights and for assuring that the gross weight and center of gravity do not exceed the aircraft's limitations. Pilots shall be responsible for the proper loading and securing of all cargo. Load calculations (Exhibit 13, Form 5700-17/OAS-67) shall be computed and completed daily by the pilot using appropriate flight manual hover performance charts.

(3) Smoking is prohibited within 50-feet of fuel servicing vehicle, fueling equipment, or aircraft.

SECTION B
TECHNICAL SPECIFICATIONS

- (4) After engine(s) shutdown, the pilot may exit the aircraft while the rotor(s) are turning if the Rotorcraft Flight Manual (RFM) allows and the pilot remains within the arc of the rotor(s). The pilot shall coordinate this action with the Helicopter Manager. If not allowed by the RFM, aircraft must be shutdown and rotors stopped for pilot to exit aircraft or change seats.
- (5) Pilot(s) will use an approved cockpit checklist for all flight operations. Rotorcraft Flight Manual Checklist.
- (6) Toe-in, single-skid, step-out landings are prohibited.
- (7) Equipment such as radios, survival gear, fire tools, etc., shall be located in or on the aircraft in such a manner as to potentially not cause damage or obstruct the operation of equipment or personnel. All cargo shall be properly secured.
- (8) The pilot shall not permit any passenger in the helicopter or any cargo to be loaded therein unless authorized by the Helicopter Manager.
- (9) Passenger Briefing - Before each takeoff, the PIC shall ensure that all passengers have been briefed in accordance with the briefing items contained in 14 CFR 135. Briefing shall include the following; Personal Protective Equipment (PPE), Shut-Off Procedures for Battery and Fuel, and Aircraft Hazards.
- (10) Flight Plans - Pilots shall file and operate on a FAA, ICAO, or agency flight plan. Contractor flight plans are not acceptable. Flight plans shall be filed prior to takeoff when possible.
- (11) Flight Following - Pilots are responsible for flight following with the FAA, ICAO, or in accordance with FS or DOI-Bureau approved flight following procedures, which includes Automated Flight Following (AFF) and radio check-ins.
- (12) Manifesting - Prior to any takeoff, the PIC shall provide the appropriate FS or DOI dispatch office/coordination center or helibase with current passenger and cargo information.
- (13) Fuel Reserve - To provide adequate fuel reserve all operations shall comply with 14 CFR 91 for VFR (20-minutes reserve).
- (14) During missions that involve transporting agency personnel, a HOGE power check shall be performed for either the takeoff or landing, whichever is most restrictive. This requirement applies to pinnacles, ridgelines and confined areas or any first time missions into/out of a HOGE site. Refer to the interagency helicopter pilot practical test standards and can be found at this website:
https://www.fs.fed.us/fire/av_safety/promotion/Technical_Bulletins/IATB_17-01_HOGE_Power_Check_508.pdf.
- (c) IFR/Night Flight - Not authorized
- (d) Flights with Cowling(s), Fairings, and Panels or Doors Open/Removed

SECTION B TECHNICAL SPECIFICATIONS

The Contractor is responsible for removal, reinstallation and security of the doors at all times. However, Government personnel may assist with removal and reinstallation when properly trained by the mechanic or pilot. The contractor shall maintain full responsibility to ensure the procedure is accomplished correctly.

All loose items must be secured prior to flight with doors open/removed (Velcro is not considered a secure attachment). Flights with cowlings, fairings, and panels removed are not permitted. The helicopter external registration number shall be clearly visible at all times.

(e) External Load Operations

(1) All External Load Operations (Applicable to Cargo, Bucket and Tank operations unless specifically noted)

- (i) Determine allowable payload using the Interagency Helicopter Load Calculation, appropriate HOGE-J helicopter performance charts, and current local temperature and pressure altitude.
- (ii) Helicopters equipped with a tail rotor and conducting external load operations (excluding class A loads) will be limited to an airspeed of 80 knots indicated or the airspeed limitation established by the rotorcraft flight manual, whichever is less. All other helicopters conducting external load operations shall comply with applicable Rotorcraft Flight Manual Limitations.
- (iii) When conducting external load operations, rotors will remain above the canopy or helicopter will operate within an opening no less than 1 ½ times the main rotor diameter (e.g. an aircraft with a 48' main rotor diameter would require a 72' diameter opening).
- (iv) For loads with a total suspended height of 50 feet or greater the pilot must be approved for longline VTR.
- (v) The jettison-arming switch, if applicable, shall be in the armed position during external load operations.

(2) Cargo Operations

- (i) Use actual weight of cargo from load calculation or manifest form. Weight reduction is optional and may be calculated into jettisonable payload when agreed upon by pilot and agency personnel.

(3) Bucket Operations

- (i) All Bucket Operations (Applicable to both gated and non-gated buckets)
 - (A) For calculation of the allowable bucket payload use 8.3 pounds per gallon for water. When mixed fire retardant is being delivered by bucket, use the actual weight per gallon of the mixed retardant.

SECTION B TECHNICAL SPECIFICATIONS

(B) Buckets and hardware shall be designed for the applicable aircraft and attached directly to the belly hook unless the pilot is approved for longline VTR.

(C) When a bucket is attached directly to the cargo hook, it is critical to measure the maximum length of the extended bucket from the shackle on the control head to the extended dump valve/fire sock, making sure that it is at least 6-inches less than the distance from the belly hook to the closest possible point on the tail rotor. Lines attached between the cargo hook and the bucket shall extend the bucket past the outside arc of the tail rotor, the line shall be no shorter than 50 feet.

(D) Reserved

(ii) Non-gated bucket operations

(A) Partial dips are not authorized.

(B) At the beginning of the fuel cycle, bucket capacity shall be adjusted so that the bucket, when filled to the adjusted capacity, does not exceed the allowable payload.

(C) Bucket capacity at each position or adjustment level shall be marked on the bucket. Collapsible buckets with cinch straps shall only be adjusted to marked graduations (i.e., 90%, 80%, and 70%). Intermediate graduations or capacities below the manufacturer's minimum graduation (by tying knots, etc.) are prohibited.

(iii) Gated bucket operations

(A) Requires electronic hook load measuring system that provides cockpit readout of the actual weight.

(B) Partial filling is authorized, based on aircraft performance and environmental conditions.

(4) Tank Operations

The following procedure shall be used for all Tank operations (also see Exhibit 5):

(i) Snorkel removal and installation shall be the Pilots responsibility at all times. However, Government personnel may assist with removal and installation when properly trained by the mechanic or pilot.

(ii) Prior to or during the helicopter's first start-up of each day, tank doors shall be checked for normal and emergency operation, to include checking the snorkel for proper operation. These operational checks should be incorporated into the aircraft's cockpit checklist. Not required in conditions that present potential damage to tank or snorkel system.

SECTION B TECHNICAL SPECIFICATIONS

(iii) Items awarded as tanked aircraft may replace tank with water bucket when requested by the government due to firefighting suppression tactics, this should be documented and CO/COR notified.

(f) Reserved

(g) Dual Controls

Dual controls- Dual controls are required and shall be made accessible to an approved agency helicopter inspector pilot (HIP) for all pilot performance evaluations. During flight operations the front seat not occupied by a pilot may only be occupied by a helicopter manager or an authorized crewmember briefed by the PIC or HMGB. For type 3 aircraft, the dual controls shall be removed except during pilot evaluation, unless aircraft type certification prevents controls from being removed.

(h) Transportation of Hazardous Material (HazMat)

(1) Helicopters may be required to carry hazardous materials. Such transportation shall be in accordance with DOT Special Permit and the DOI or NWCG Standards for Aviation Transport of Hazardous Materials (PMS 513). A copy (hard copy or electronic copy) of the current Special Permit and handbook/guide and DOT Emergency Response Guide (ERG) shall be aboard each aircraft operating under the provisions of this Special Permit and can be found at this website:

<https://www.nwcg.gov/sites/default/files/publications/pms513-fs-dot-sp-9198.pdf>

(2) It is the responsibility of the Contractor to ensure that Contractor employees have received training in the handling of hazardous materials. Documentation of this training shall be retained by the company in the employee's records and made available to the Government as required. The training, A-110 is available at this website:

<https://www.iat.gov/>.

(3) The pilot shall ensure personnel are briefed of specific actions required in the event of an emergency. The pilot shall be given initial written notification of the type, quantity, and the location of hazardous materials placed aboard the aircraft before the start of any project. Thereafter, verbal notification before each flight is acceptable. For operations when the type and quantity of the materials do not change, repeated notification is not required.

B.11 CONTRACTOR'S ENVIRONMENTAL RESPONSIBILITIES

(a) The Contractor is responsible to ensure that all maintenance, fueling, and flight activities do not cause environmental damage to property or facilities. The contractor shall ensure tanks and buckets are cleaned appropriately when requested by the government to eliminate invasive aquatic species in known contaminated water sources. Cleaning product(s) and procedures (i.e. bleach, etc.) will be provided by the government.

(b) The Contractor shall be responsible for all cleanups of fuel, oil, and retardant contamination on airport ramps, retardant sites, parking areas, landing areas, etc., when caused by Contractor aircraft or personnel. When cleaning paved areas, the contractor shall utilize cleaning agent that are biodegradable and non-toxic. Contaminated soils shall be removed to appropriate containers and disposed of as hazardous waste.

SECTION B TECHNICAL SPECIFICATIONS

(c) The Government may, at its option, assign an area to be utilized by the Contractor for storage of equipment used in support of Agreement performance. Oil, solvents, parts, engines, etc. shall be stored and utilized in a manner consistent with acceptable safety, health and environmental concerns.

(d) The contractor shall ensure that they are in compliance with 40 CFR Part 112: Oil Pollution Prevention; Spill Prevention, Control, and Countermeasure Plan Requirements (SPCC).

(e) For more information go to <https://www.nwcg.gov/publications/444>.

An SPCC plan is required to be in each FSV used on this agreement regardless of bulk storage container (tank) size. See Exhibit 8.

B.12 PERSONNEL

(a) General

(1) Pilots, fuel servicing personnel, and mechanics shall speak English fluently and communicate clearly.

(2) Only qualified non-crewmembers are authorized on tactical flight missions. The Mechanic and Fuel Service Vehicle Driver are not considered qualified non-crew members and are not allowed to be onboard the helicopter during tactical flight missions.

(3) Operation in countries bordering the Contiguous United States may be required. Pilots crossing international borders shall possess a valid passport and pilot certificates must meet ICAO requirements.

(4) Vendor-QA/Evaluation/Safety checks may be conducted IAW Exhibit 29.

(b) Management Personnel Requirements

(1) Contractor shall have and maintain through the life of the contract personnel in the following positions:

(A) Flight Operations Manager (Director of Operations). Flight Operations Manager shall meet the following requirements:

(i) To serve as a Flight Operations Manager for a certificate holder that only conducts operations for which the pilot in command is required to hold a commercial pilot certificate, a person must hold at least a commercial pilot certificate. In addition, the Flight Operations Manager must have at least 3 years supervisory or managerial experience within the last 6 years in a position that exercised operational control over flight operations.

(B) Maintenance Manager (Director of Maintenance). Maintenance Manager shall meet the following requirements:

(i) To serve as a Maintenance Manager a person must hold a mechanic certificate with airframe and powerplant ratings and either:

SECTION B TECHNICAL SPECIFICATIONS

(a) Have 3 years of experience within the past 6 years maintaining aircraft as a certificated mechanic, including, at the time of appointment as Maintenance Manager, experience in maintaining the same category and class of aircraft as the certificate holder uses; or

(b) Have 3 years of experience within the past 6 years repairing aircraft in a certificated airframe repair station, including 1 year in the capacity of approving aircraft for return to service.

(C) Chief Pilot

(i) To serve as Chief Pilot for a certificate holder that only conducts operations for which the pilot in command is required to hold a commercial pilot certificate, a person must hold at least a commercial pilot certificate. The Chief Pilot must be qualified to serve as pilot in command in at least one aircraft used in the certificate holder's operation. In addition, the Chief Pilot must have at least 3 years' experience, within the past 6 years, as pilot in command.

(2) PIC's shall pass a flight evaluation within a 36 month period. The government retains the right to conduct a QA/Standardization evaluation at any time. The HIP will be accounted for in the W&B and load calculation just as they would for any evaluation flight. The evaluation will be conducted in accordance with the Interagency Helicopter Practical Test Standards (http://www.nifc.gov/aviation/av_documents/av_helicopters/IHPPTS.pdf) and per the contract specifications. The flight check will be in an aircraft supplied by the Contractor at no expense to the Government. The satisfactory completion of the evaluation flight will not substitute for any of the total flight hour requirements listed in this clause.

(3) Pilots shall complete appropriate portions of the Helicopter Pilot Qualifications and Approval Record (Form FS-5700-20a) prior to helicopter pilot inspector evaluation. FS-5700-20a can be found at http://www.nifc.gov/aviation/av_helicopters.html (Helicopter Pilot Qualifications and Approval Record). When approved, each pilot will be issued an Interagency Helicopter Pilot Qualification Card documenting: Company, make, model and series of aircraft approved to operate and the missions each pilot is approved to perform. Pilot cards are contractor specific and are non-transferable. The Regional Helicopter Inspector Pilot, with the concurrence of the National Helicopter Standardization Pilot and the National Helicopter Program Manager, will be the final authority in determining the number of aircraft and/or vendors for which the pilot will be carded. Generally the maximum number of aircraft that a pilot can be carded for will be three (3).

(4) Reserved

(c) Pilot Requirements - General

(1) Commercial or Airline Transport Pilot (ATP) Certificate with appropriate rating (Rotorcraft-Helicopter) and a valid Class I or Class II FAA Medical Certificate.

(2) Written evidence for make and model to be flown or 14 CFR 135 Airman

SECTION B
TECHNICAL SPECIFICATIONS

Competency Proficiency Check (as applicable FAA Form 8410-3 or equivalent).

(3) Written evidence of an Equipment Check Endorsement for Restricted Category helicopters by the Chief Pilot (as applicable).

(4) Written evidence of qualification to meet 14 CFR 133.

(5) Notwithstanding, 14 CFR 61.58(b), "Recent Flight Experience" helicopter PICs shall meet requirements of 14 CFR 61.58(a).

(6) Proof of compliance with 14 CFR Part 61.57 (a) (1) (i) and (ii).

(7) Proof of qualifications to meet 14 CFR 137.

(8) Each pilot shall pass an agency flight evaluation in make, model, and series - conducted over typical terrain.

(9) The contractor shall ensure that a pilot who is presented for initial carding meets all requirements as outlined in paragraph B.12 (d) Pilot Requirements-Experience after award. The contractor shall verify all pilot hours submitted on form FS-5700-20a as determined from a certified pilot log or permanent record to ensure accuracy. Additionally, for pilots seeking initial approval, the contractor shall identify previous employers and submit the information on form FS-5700-20b (form pending) found in Exhibit 18. The information submitted is subject to verification by an Interagency Pilot Inspector.

(10) Pilots may function as mechanics providing:

(i) The pilot meets all the Mechanic Qualifications of this Agreement.

(ii) Pilot duty limitations will apply to the pilot when functioning as a mechanic.

(iii) When pilots act as a mechanic, mechanic duties in excess of 2-hours will apply as flight hours on a one-to-one basis toward flight hour limitations.

(iv) A mechanic, other than the pilot, shall perform 50-hour, 100-hour, or progressive inspections.

(v) If approved by the Contractor's Operations Specifications, and in accordance with 14 CFR 43.3(h), 43.5 and 43.7, pilots may perform preventive maintenance on the aircraft.

(d) Pilot Requirements – Experience

Pilots shall have accumulated as pilot-in-command (PIC) the minimum flight hours listed below. Flight hours shall be determined from a certified pilot log. Further verification of flight hours may be required at the discretion of the CO.

SECTION B TECHNICAL SPECIFICATIONS

All Helicopters Minimum Experience Flying Hours

Total Time 1,500

Pilot-in-command hours:

Total Pilot-in Command (Helicopter) 1,500
Helicopter, Preceding 12 months 100**
Weight Class 100***
Make and Model 50*
Make, Model, Series, Last 12-Months 10
Turbine Helicopter Operations 100

*Flight hour requirements may be reduced by 50% if the pilot submits evidence of satisfactory completion of the manufacture's approved pilot ground and flight procedures training in the applicable make and model or FS/OAS-accepted equivalent training (accepted equivalency applicable to Type II Helicopters Only).

**The contractor may request that this pilot flight hour requirement be waived for a pilot under special circumstances; however, the waiver may or may not be granted. The contractor should contact the Contracting Officer in advance of this need for additional information on this process. No other pilot qualification exceptions will be considered by the Government.

***Weight class is defined as;

Small aircraft – aircraft of 12,500 or less, maximum certificated takeoff weight

Large aircraft – aircraft of more than 12,500 pounds, maximum takeoff weight

Additional Special Mission Requirements:

BOA Pilot-in-Command – (as related to the applicable Special Mission approval): Minimum Experience Flying Hours:

Mountain Flying (see 1) 200
Mountain Flying Experience – Make and Model 10
Vertical Reference (VTR) Experience 10*
Annual VTR Recurrency Training 2*

*Mandatory for Type I, II & III Exclusive Use and Type I & II CWN Pilots. Optional for CWN Type III Pilots

1 Mountain Flying - Helicopter Pilot: 200 hours experience operating helicopters in mountainous terrain identified in 14 CFR 95 Subpart B-Designated Mountainous Area. Experience operating outside the United States may be considered "Mountain Flying" providing it is conducted in mountainous regions defined as 2000 feet above surroundings containing long slopes, deep valleys, and high ridges. Operating includes maneuvering and numerous takeoffs and landings to pinnacles, ridgelines and confined areas.

(e) Pilot - Equipment Proficiency

Pilots shall be required to demonstrate proficiency with all mission equipment.

SECTION B
TECHNICAL SPECIFICATIONS

(f) Pilot - Vertical Reference Proficiency

(1) Pilots may be required to demonstrate this capability during an agency evaluation. (Exhibit 10, Interagency Guidelines for Vertical Reference/External Load Training Standards)

(2) Vertical reference qualified pilots shall maintain proficiency in vertical reference or external load operations. When active under Agreement for a period of 30-consecutive days and no vertical reference activity occurs, the pilot will be provided a 1-hour proficiency flight at Government expense. This will include snorkel operations on tanked aircraft.

(3) The Contractor may be considered unavailable for failure to maintain vertical reference proficiency.

(g) Second in Command (SIC) Requirements (if applicable)

Second-In-Command shall meet requirements of operator's certificate. The requirements for the second pilot shall be a commercial pilot certificate with rotorcraft category, helicopter class rating, and at a minimum a valid second class medical certificate. They are not issued a Helicopter Pilot Qualification card.

(h) Mechanic Qualifications

(1) The mechanic shall have a valid FAA mechanic certificate with airframe and power plant ratings, and shall have held the certificate for a period of 24-months. The mechanic shall have been actively engaged in aircraft maintenance as a certificated mechanic for at least 18-months out of the last 24-months. **OR** A mechanic may qualify by meeting one of the following.

(i) The mechanic shall have a valid FAA mechanic certificate with airframe and power plant ratings, and shall have held the certificate for a period of 12 months. The mechanic must show evidence of Four years military experience of aircraft maintenance training and qualification as a Technical Inspector for Airframe or Power Plants.

(ii) The mechanic shall have a valid FAA mechanic certificate with airframe and power plant ratings, and shall have held the certificate for a period of 12 months. The mechanic must then have held the foreign equivalent with both ratings for a period of 24 months.

(2) The mechanic shall have 12-months experience as an Airframe & Power Plant (A&P) mechanic or foreign equivalent in maintaining helicopters. Three months experience shall have been in the last 2 years.

(3) The mechanic shall show evidence of maintaining a helicopter of the same make and model as offered within the previous 10 years and under "field" conditions for at least 1-full season. Three months experience maintaining a helicopter away from the operator's Principle Base of Operations, and while under minimal supervision, will meet this requirement. Operator may provide an additional A&P mechanic for field experience training. The additional A&P mechanic is not required to be carded.

SECTION B TECHNICAL SPECIFICATIONS

(4) Mechanics shall have satisfactorily completed a manufacturer's maintenance course or an equivalent Forest Service or DOI-approved Contractor's training program for the make and model of helicopter offered, or show evidence the mechanic has 12-months maintenance experience on a helicopter of the same make and model offered. The mechanics must have documented training in the following: company policies and procedures, company operations procedures, maintenance procedures, contract requirements and SMS.

(5) All mechanic qualifications shall be documented on the Aircraft Mechanic (Helicopter) Qualifications Form signed by the mechanic offered. A company representative, other than the mechanic in question, shall certify by signing the Aircraft Mechanic (Helicopter) Qualifications Form that each mechanic offered under this agreement has met the minimum certification, training, and experience qualifications of this section. The Aircraft Mechanic (Helicopter) Qualifications Form can be found in Exhibit 20 of the agreement.

(6) When requested by the Government, each Mechanic shall furnish a valid Interagency Mechanic Qualification card for review. The card shall be issued by the designated Interagency Maintenance Inspector for the duration of the Agreement, including any optional periods. Should the mechanic leave the employment of the Contractor, the mechanic shall surrender the card to the Contractor upon termination of employment.

(i) Availability of Mechanics

(1) A mechanic (other than the pilot) shall maintain the helicopter in accordance with the Contractor's FAA approved Maintenance Program.

(2) When the mechanic serves as the fuel servicing vehicle driver, the more stringent of the duty limitations apply.

(j) Fuel Servicing Vehicle Driver Qualifications

(1) The Contractor shall furnish a fuel servicing vehicle driver (FSVD) for each day the helicopter is available. The driver shall meet all DOT requirements.

(2) Driver(s) shall be experienced in proper fueling procedures and be familiar with the safety equipment installed on the fuel servicing vehicle.

(3) The FSV driver must have documented training in the following: company policies and procedures, company operations procedures, maintenance procedures, contract requirements and SMS.

B.13 CONDUCT AND REPLACEMENT OF PERSONNEL

(a) Personnel Conduct

(1) Replacement of Contractor Personnel

SECTION B TECHNICAL SPECIFICATIONS

(i) Contractor employees required to work or reside on Federal property are expected to follow the facility manager's rules of conduct that apply to both Government and non-Government personnel working or residing at these facilities. The COR will make available a copy of such rules. The Contractor may be required to replace employees who do not comply with these rules of conduct.

(ii) The Contractor must replace any employee who performs unsafely; ineffectively; refuses to cooperate; is unable or unwilling to adapt to field living conditions; or whose general performance is unsatisfactory, disruptive or detrimental to the purpose for which contracted.

(iii) The CO will notify the Contractor of all known unsatisfactory personnel conduct or unsafe performance. The employee may be afforded an opportunity for corrective action when the conditions warrant. When directed by the CO, the Contractor must replace unacceptable personnel not later than 24 hours after such notification, or as otherwise mutually agreed. The decision as to unacceptability will be at the sole discretion of the CO.

(b) Harassment Free Workplace

(1) Contractors shall abide by "U.S. Code, Title VII, Civil Rights Act of 1964, Executive Order EO-93-05, Secretary's Memorandum 4430-2 Workplace Violence Policy, and Harassment Free Workplace (29 CFR Part 1614)". Regulations can be found at www.gpoaccess.gov/

(c) Firearm / Weapon Prohibition

The possession of firearms or other dangerous weapon (18 USC 930 (f)(2)) are prohibited at all times while on Government Property and during performance of services, under this contract. The term dangerous weapon does not include pocket knives with a blade less than 2 ½ inches in length or multi-purpose tools such as a Leatherman® tool.

d) Dogs and other animals

No person may bring dogs or other animals on Federal property for other than official purposes. However, a disabled person may bring a seeing eye dog, a guide dog, or other animal assisting or being trained to assist that individual. Reference 41 CFR 102-74.425

B.14 SUSPENSION AND REVOCATION OF PERSONNEL

(a) The COR/HIP/AMI may suspend after conferring with the CO, contractor personnel who fail to follow safe operating practices, does ineffective work, or exhibits conduct detrimental to the purpose for which contracted, or is under suspension or revocation by another government agency. Documentation of the suspension shall be provided to the CO.

(b) Upon involvement in an Aircraft Accident or NTSB Reportable Incident (see 49 CFR Part 830), a pilot operating under this agreement shall be suspended from performing pilot duties under this agreement and any other activity authorized under the interagency pilot qualification card(s) issued to the pilot pending the investigation outcome.

SECTION B TECHNICAL SPECIFICATIONS

(c) Upon involvement in an Incident-with-Potential as defined under mishaps, a pilot operating under this agreement may be suspended from performing pilot duties under this agreement and any other activity authorized under the interagency pilot qualification card(s) issued to the pilot pending the incident investigation outcome.

(d) When a pilot/mechanic is suspended, and when requested, the interagency pilot/mechanic qualification card(s) shall be surrendered to the CO or authorized Government representative. Suspension will continue for up to 90 days or until:

- (1) The investigation findings and decision indicate no further suspension is required and the interagency pilot/mechanic qualification card(s) is returned to the pilot/mechanic; or
- (2) Revocation action to cancel the interagency pilot/mechanic authorization(s) is taken by the issuing agency in accordance with agency procedures.

B.15 SUBSTITUTION OR REPLACEMENT OF PERSONNEL, HELICOPTER, AND EQUIPMENT

(a) After award and inspection of initial helicopter the contractor may, at the option of the Government, propose a substitute or replacement helicopter or equipment equal to or greater than agreement awarded performance after receipt of agreement modification by the Contracting Officer. A agreement modification shall only be provided after the contractor has submitted documentation for the substitution helicopter equal to the information originally submitted for the awarded helicopter. Once approval of the helicopter has been received by the contractor, contractor must contact the appropriate National or Regional Aviation Maintenance Inspector (AMI) for inspection and carding of the helicopter. Reinspection provisions will apply.

(b) Request for substitution shall be made at least 15 (fifteen) days prior to the proposed exchange, except for unforeseen conditions. Aircraft substitutions shall be limited to a maximum of two (2) per calendar year.

(c) When pilots are exchanged or replaced, training and familiarization costs, including any required flight time up to 3 (three) hours, shall be accomplished at the Contractor's expense. The Contracting Officer will determine the necessary amount of flight time up to 3 hours. This is not intended to affect cross shifting of Pilots that are familiar with the operating area or to affect approved relief pilots.

B.16 FLIGHT HOUR AND DUTY LIMITATIONS

(a) Flight limitations. Flight crewmembers shall be subject to the following flight hour limitations:

- (1) All flight time, regardless of how or where performed, except personal pleasure flying, will be reported by each flight crewmember and used to administer flight hour and duty time limitations. Flight time as a flight crewmember (commuting) will be reported and counted toward limitations if it is flown on a duty day. Flight time includes, but is not limited to: military flight time; charter; flight instruction; 14 CFR 61.56 flight review; flight examinations by FAA designees; any flight time for which a flight crewmember is compensated; or any other flight time of a commercial nature whether compensated or not.

SECTION B
TECHNICAL SPECIFICATIONS

(2) Pilot flight hour computations shall begin at liftoff and end at touchdown and will be computed from the flight hour meter installed in the aircraft. All flight hours shall fall within duty hour limitations.

(3) Flight time shall not exceed a total of 8-hours per day. Except for flights point-to-point (airport to airport, heliport to heliport, etc.) with a pilot and co-pilot shall be limited to 10-flight hours per day. (A helicopter that departs "Airport A," flies reconnaissance on a fire, and then flies to "Airport B," is not point-to-point).

(4) Flight time shall not exceed a total of 42-hours in any 6-consecutive days. Pilots accumulating 36 or more flight hours in any 6-consecutive duty-days shall be off duty the following one calendar day for rest, after which a new 6-day cycle will begin.

(b) Duty Limitations. Flight crewmembers shall be subject to the following duty limitations:

(1) Assigned duty of any kind shall not exceed 14-hours in any 24-hour period. Local travel up to a maximum of 30-minutes each way between the work site and place of lodging will not be considered duty time. When one-way travel exceeds 30 minutes, the total travel time shall be considered as part of the duty day.

Note: The above travel time in excess of 30 minutes is considered duty time but is not compensable under standby or extended standby.

(2) The pilot shall be given a minimum of 10 consecutive hours of rest (off duty) prior to any duty assigned duty period.

(3) Pilots shall be have two (2) calendar days of rest (off duty) during any 14 consecutive duty days. Various work schedules are acceptable as per Section B. The compliment of contract personnel shall be on the same work schedule however days off may be staggered. (Examples of work schedules are 12 on and 2 off, 12 on and 12 off)

(4) For each day, duty time will be computed based on the time zone at the point of dispatch.

(5) Duty includes flight time, ground duty of any kind, and standby or alert status at any location.

(c) During times of prolonged heavy fire activity, the Government may issue a notice reducing the Pilot duty day/flight time and/or increasing off-duty days on a geographical or agency-wide basis. When a notice is issued the government representative will provide a copy of the notice and the procedures for exemptions. Payment for a non-flight day will either be at the daily availability rate or the hourly stand-by rate as applicable.

(d) Pilots may be relieved from duty for fatigue or other causes created by unusually strenuous or severe duty before reaching duty limitations.

(e) When pilots act as a mechanic, mechanic duties in excess of 2-hours will apply as flight hours on a one-to-one basis toward flight hour limitations.

SECTION B
TECHNICAL SPECIFICATIONS

(f) Relief, additional, or substitute pilots reporting for duty under this Contract shall furnish a record of all duty and all flight hours during the previous 14-days to the helicopter manager upon arrival.

(g) The Contractor may furnish a relief crew to meet the days off requirement in accordance with B.16, Flight Hour and Duty Limitations. Payment will be made in accordance with B.41 Transporting of Relief Crews. Approval to furnish relief crews and costs for transporting of relief crews will be approved in advance by the helicopter manager. Approval will be noted on the payment invoice in the remarks section.

(h) Mechanics

(1) Within any 24-hour period, personnel shall have a minimum of 8 consecutive hours off duty immediately prior to the beginning of any duty day. Local travel up to a maximum of 30 minutes each way between the work site and place of lodging will not be considered duty time. When one-way travel exceeds 30 minutes, the total travel time shall be considered as part of the duty day. Note: The above travel time in excess of 30 minutes is considered duty time but is not compensable under standby or extended standby.

(2) Mechanics will have a minimum of 2 full calendar days off duty during any 14 day period unless a 14 on 14 off work schedule is approved by the contracting officer under A.7 "Other." Days need not be consecutive.

(3) Duty includes standby, work, or alert status at any location.

(4) Mechanics may be removed from duty for fatigue or other causes created by unusually strenuous or severe duty before reaching duty limitations.

(5) The mechanic shall be responsible to keep the Government apprised of their ground duty limitation status.

(6) When the mechanic serves as the fuel servicing vehicle driver, the more stringent of the duty limitations apply.

(i) Fuel Servicing Vehicle Drivers

(1) It is the Contractors' responsibility to ensure that employees comply with DOT Safety Regulation 49 CFR Part 390-399, including duty limitations.

(2) Fuel servicing vehicle drivers may be removed from duty for fatigue or other causes created by unusually strenuous or severe duty before reaching duty limitations.

(3) The fuel servicing vehicle driver will be responsible to keep the Government apprised of their ground duty limitation status.

(4) Notwithstanding DOT Safety Regulation 49 CFR Part 390-399, the fuel servicing vehicle driver shall have a minimum of two (2) full calendar days off duty during any 14-day period. Off duty days need not be consecutive.

SECTION B TECHNICAL SPECIFICATIONS

B.17 ACCIDENT PREVENTION AND SAFETY

(a) Contractor Furnished Reports

The Contractor shall furnish the COR with a copy of all reports required to be submitted to the FAA in accordance with 14 CFR that relate to pilot and maintenance personnel performance, aircraft airworthiness or operations. The Contractor will submit an FAA Form 8010-4, Malfunction or Defect Report, or file electronically in the FAA's Service Difficulty Reporting (SDR) system any maintenance deficiency identified in 14 CFR Part 21.3(c), 135.415, 135.417 or as requested by the government for what it considers a significant discrepancy.

(b) Aviation Safety Management System

The Contractor shall develop, maintain and utilize a Safety Management System (SMS) necessary to assure safety of ground and flight operations. The development and maintenance of these programs are a material part of the performance of the contract. When the CO, in conjunction with the agency Aviation Safety Manager determines the safety programs do not adequately promote the safety of operations, the Government may terminate the contract for cause as provided in the "Contract Terms and Conditions" when factors indicate a lack of compliance. Examples of such termination causal factors are (1) personnel activities, (2) maintenance, (3) safety and risk management, and (4) compliance with regulations. Upon request of the government, the contractor will provide copies of pertinent data (CVR, FDR, OLMS, etc) for Flight Operations Quality Assurance (FOQA) analysis.

(c) The Aviation Safety Communique (SAFECOM)

The SAFECOM database fulfills the Aviation Mishap Information System (AMIS) requirements for aviation mishap reporting for the US Forest Service and the Department of Interior agencies. Categories of reports include incidents, hazards, maintenance, and airspace. The system uses the SAFECOM form to report any condition, observation, act, maintenance problem, or circumstance with personnel or the aircraft that has the potential to cause an aviation-related mishap. Contractors are to use this system to report while on contract to the USFS.

Note: The SAFECOM system is not intended for initiating punitive or disciplinary actions and is not to be used for claims or contract evaluation /determination purposes. The goal of the SAFECOM system is to create a reporting culture that encourages open and honest reporting that improves the safety of aviation operations. SAFECOMs should be utilized in tailgate safety sessions, after action reviews, and briefings only after they have been properly managed through the system. Submitting a SAFECOM is not a substitute for "on-the-spot" correction(s) to a safety concern. It is imperative that safety issues be addressed at the local level as well as being documented in a SAFECOM. SAFECOM managers at all levels may have additional corrective actions and input. SAFECOM managers at all levels are responsible for protecting personal data and sanitizing SAFECOMs prior to any distribution and/or posting to the public. The SAFECOM system contains Personal Identifiable Information (PII) which is subject to the Privacy Act of 1974, 5 U.S.C. § 552a that must be protected and safeguarded. In the event of an accident, NTSB law 49 CFR 831.11 & 831.13 which respectively, specify certain criteria for participation in NTSB investigations and limitations on the dissemination of investigation information applies.

SECTION B TECHNICAL SPECIFICATIONS

In order for SAFECOM's to be effective as an accident prevention tool, they must be reported as soon as possible to the agency with operational control of the aircraft at the time of the event. SAFECOMs can be submitted online at www.safecom.gov or via phone at 888-464-7427. Hard copies of the OAS-34/FS-5700-14 form can be faxed to OAS at 208-433-5007; USFS at 208-387-5735 or submitted through the Unit/Forest Aviation Officer.

(d) Contractors Stand-Down or Deactivation

(1) The Contractor shall immediately notify the Contracting Officer by telephone, followed up with a written notification (email or letter) to the Contracting Officer, when the Contractor implements a stand-down or when the Contractor de-activates any or all of the aircraft/fleet that is operating in compliance with this contract. The Contractor's verbal and written notifications shall include all of the tail number(s) for all the effected aircraft, the rationale for the stand-down/deactivation, and the estimated duration of the stand-down or the deactivation.

(2) The Contractor shall also notify the Contracting Officer by telephone, followed up with a written notification (email or letter) to the Contracting Officer of the planned reactivation date for each of the effected aircraft. The Contractor's verbal and written notifications shall include the tail number(s) of all of the reactivated aircraft, the rationale/corrective action plan (if applicable), and the date(s) of the reactivation(s).

(3) Once a Contracting Officer has been officially notified of a Contractor implemented stand-down and/or deactivation, the Contracting Officer shall notify the appropriate Government officials accordingly.

B.18 MISHAPS

(a) Reporting

(1) While operating under this contract the contractor must immediately, and by the most expeditious means available, notify the NTSB AND the appropriate agency Aviation Safety Manager (ASM) when an "Aircraft Accident" or NTSB reportable "Incident" occurs.

(2) The toll free 24-hour Interagency Aircraft Accident Reporting Hot Line number is: 1-888-4MISHAP (1-888-464-7427)

(b) Forms Submission

Following an "Aircraft Accident" or when requested by the NTSB following notification of a reportable "Incident," the Contractor must provide the agency Air Safety Investigator with information necessary to complete a NTSB Form 6120.1/2 "Pilot/Operator Aircraft Accident Report".

(c) Wreckage Preservation

SECTION B TECHNICAL SPECIFICATIONS

(1) The Contractor shall not permit removal or alteration of the aircraft, aircraft equipment, including fuel servicing vehicles (fuel samples), support trailers/vehicles and equipment or records following an "Aircraft Mishap" which results in any damage to the aircraft or injury to personnel until authorized to do so by the CO. Exceptions are when threat-to-life or property exists; the aircraft is blocking an airport runway, etc. The CO shall be immediately notified when such actions take place. Upon request of the government, the contractor will provide copies of pertinent records and data (CVR, FDR, OLMS, etc.) following a mishap.

(2) The NTSB's release of the wreckage does not constitute a release by the CO, who shall maintain control of the wreckage and related equipment until all investigations are complete.

(d) Investigation

The Contractor shall maintain an accurate record of all aircraft accidents, incidents, aviation hazards and injuries to Contractor or Government personnel arising in the course of performance under this Contract. Further, the Contractor fully agrees to cooperate with the USFS during an investigation and make available personnel, personnel records, aircraft records, and any equipment, damaged or undamaged, deemed necessary by the USFS. Following a mishap, the Contractor shall ensure that personnel (Pilot, mechanics, etc.) associated with the aircraft will remain in the vicinity of the mishap until released by the CO.

(e) Related Costs

The NTSB or USFS shall determine their individual agency investigation cost responsibility. The Contractor will be fully responsible for any cost associated with the reassembly, approval for return-to-Contract availability, and return transportation of any items disassembled by the USFS.

(f) Search, Rescue, and Salvage

The cost of search, rescue and salvage operations made necessary due to causes other than negligent acts of a Government employee shall be the responsibility of the Contractor.

B.19 PERSONAL PROTECTIVE EQUIPMENT

(a) General Operations

The following personal protective equipment shall be furnished by the Contractor, be operable and maintained in serviceable condition as per appropriate manufacturer's specifications.

(b) Helmets

(1) Contractor personnel shall wear a flight helmet consisting of a one-piece hard shell made of polycarbonate, Kevlar, carbon fiber, or fiberglass that must cover the top, sides (including the temple area and to below the ears), and the rear of the head. The helmet shall be equipped with a chinstrap and shall be appropriately adjusted for proper fit. The helmet shall be worn with the chinstrap fastened.

https://www.doi.gov/sites/doi.gov/files/uploads/interagency_also_handbook_v2.8.pdf

SECTION B
TECHNICAL SPECIFICATIONS

(2) Flight helmets currently approved for helicopters are outlined in the Aviation Life Support Equipment (ALSE) handbook at:

https://www.doi.gov/sites/doi.gov/files/uploads/doi_usfs_aviation_helmet_standard_rev_4.0.pdf.

(3) Helmets designed for use in fixed wing aircraft do not provide adequate protection for helicopter occupants and are not approved for helicopter use.

(c) Clothing

(1) Contractor personnel while flying shall wear long-sleeved shirt and trousers (or long-sleeved flight suit) made of fire-resistant polyamide or aramid material, leather boots and leather, polyamide, or aramid gloves. A shirt with long-sleeves overlapping gloves, and long-pants overlapping boots by at least 2-inches, shall be worn by the pilot(s). Personnel shall not wear clothing made of non fire-resistant synthetic material under the fire-resistant clothing described herein.

(2) Nomex® or other material proven to meet or exceed specifications contained in MIL-C-83429A may be worn. Currently, the following "other" materials meet this specification:

(i) FRT Cotton Denim Cloth, MIL-C-24915

(ii) FRT Cotton Chambray Cloth, MIL-C-24916

(3) Clothing not containing labels identifying the material either by Brand Name or MIL-Spec will not be acceptable.

(d) Ground Operations

(1) While within the safety circle of a helicopter with engine(s) running and/or rotor(s) turning, all Contractor personnel shall wear the following PPE:

(i) Shirt with long-sleeves overlapping gloves, long-pants, hardhat/flight helmet with chinstrap, boots, hearing and eye protection.

(ii) Maintenance personnel (mechanics only) working on engine(s) running and/or rotor(s) turning on aircraft are exempt from gloves, eye protection (eye protection may be worn at the option of maintenance personnel or company policy), long sleeves, and hardhat requirements.

(2) During all fueling operations, fuel-servicing personnel shall wear a long-sleeved shirt, long trousers, boots, and gloves. The shirt and pants must be made of 100% cotton or other natural fiber, or be labeled as non-static.

(e) Personal Flotation Devices

SECTION B TECHNICAL SPECIFICATIONS

(1) A personal floatation device (PFD), normally worn around the neck and over the shoulders only, shall be worn by each individual on board the helicopter when conducting operations beyond power-off gliding distance to shore, and during all bucketed or tanked firefighting operations. Personal floatation devices that are normally worn around the waist, which need to be pulled up and over the helmet for use, are not permitted. Acceptable personal floatation devices types are; normally worn around the neck and over the shoulders, must be CO2 cartridge deployable, and have a manual inflation valve installed. Personal floatation devices will be serviced annually per manufacture recommendation for damage, operation, and condition.

(2) Automatic inflation (water activated) personal flotation devices shall not be allowed.

(f) Contractor will provide USFS approved personal fire shelters (spec. 5100-606) for all contractor personnel covered under this contract. Fire shelters required in the aircraft must be secured and accessible to crews onboard the aircraft, not stored in cargo compartments or loosely placed in the "hat-rack". Fire shelters are not to be located in areas which would reduce the crash attenuation of any aircraft component, i.e. under the seats. Instruction in the use of shelter deployment shall be completed and documented by the contractor and verified by the Helicopter Manager. Shelter deployment training shall be completed yearly. The condition and care of the shelter will meet USFS standards. Fire shelter shall be on-board the helicopter at all times while under contract and included in the equipped weight (8 lbs). Ground crews shall have fire shelters readily available for use if needed. For further information on fire shelter training and for the purchase of USFS approved fire shelters see:
<https://www.supplycache.com/> , <http://www.cascadefire.com/index.php/> and http://www.nifc.gov/fireShelt/fshelt_main.html.

B.20 INSPECTION AND ACCEPTANCE

In accordance with Federal Acquisition Regulation Clause 52.212-4 (a), the following is added:

Note: Official Government logos such as the USFS shield and or reference to "Official U.S. Government Fire Fighting Vehicle" will not be permitted on contractor equipment.

Pre-Use Inspection of Equipment and Personnel

(a) After award of the agreement and any renewal thereof, an inspection of the contractor's equipment and personnel will be made prior to any use. Inspection priority and determination of operational need shall be at the government's discretion. Inspections will be scheduled by mutual agreement between the Contracting Officer and the Contractor. Inspection priority and determination of need shall be at the government's discretion. The inspection will take place at the contractor's facility or other location as approved by the Contracting Officer.

(b) The helicopter, pilot, relief pilot, mechanic, fuel vehicle driver, and fuel servicing vehicle will be made available for inspection as scheduled by the CO.

(c) At the scheduled inspection, the contractor shall provide a complete listing of all FAA ADs and Manufacturer's Mandatory Service Bulletins (MSBs) applicable to the make, model, and series of aircraft being offered. Documentation of compliance to each AD and MSB will include date and method of compliance, date of recurring compliance, and an authorized signature and certificate number will be recorded. The list shall be similar to that shown in AC 43-9c, as amended.

SECTION B TECHNICAL SPECIFICATIONS

(d) All components or items installed in the offered aircraft that are subject to specified time basis or schedule (time/calendar life) for inspection, overhaul, or replacement shall be listed and made available to the Government at time of inspection. The list shall include component name, serial number, service life or inspection/overhaul time, total time since major inspection, overhaul, or replacement and hours/cycles calendar time remaining before required inspection, overhaul, or replacement. The list shall be similar to that shown in AC 43-9c, as amended.

(e) The Contractor may be required to furnish a copy of the procedures manual and revisions as required by 14 CFR 135 (as applicable).

(f) Each fuel servicing driver will be expected to demonstrate knowledge of correct fueling procedures and fueling and safety equipment installed on the fuel-servicing vehicle.

Contractor shall have equipment and personnel to change the filter on the fuel service vehicle as required.

(g) The fuel service vehicle approval is only an indication that the vehicle meets the additional equipment requirements of this Agreement, and in no way indicates that the vehicle meets any requirement of 49 CFR.

(h) Contractors shall ensure **all** documentation submitted for pilot approvals has been verified for accuracy and completeness. Pilot evaluations or approvals will not be administered/issued until all required documentation is complete. The documentation referenced in B.20 (i) (2) shall be submitted annually for each pilot needing interagency approval (**Note:** the CO may require additional information and documentation).

(i) The items described below shall be made available at the pre-use, or renewal inspection:

(1) Certificates/Agreement

- (i) Copy of 14 CFR 133
- (ii) Copy of 14 CFR 135 (if applicable)
- (iii) Copy of 14 CFR 137
- (iv) Complete copy of awarded Agreement, including modifications, with each aircraft
- (v) Safety Management System (SMS) Manual in its entirety

(2) Pilots

- (i) Completed "Pilots qualifications and Approval Record".

(USFS Form FS-5700-20a Or OAS Form 64B)

- (ii) Completed "Flight Hour Requirements & Experience Verification with form."
(See Exhibit 18)

(This form required only for pilots seeking their initial (first time) interagency approval)

**SECTION B
TECHNICAL SPECIFICATIONS**

(iii) Signed and dated signature page from the "Operations and Safety Procedures Guide for Helicopter Pilots".

(iv) Copy of FAA Pilot Certificate. ***(Both front and back may be needed to obtain all of the required information)***

(v) Copy of **current** Medical Certificate.

(vi) Copy of **current** FAR 135 Airman Competency / Proficiency Check. "FAA form 8410-3" for each standard category make and model helicopter the pilot seeks approval in. ***(Required if operating aircraft listed on the operators 135 Certificate)***

OR

(vii) Copy of **current** Flight Review.

(Required if pilot does not have a valid FAA Flight Review within the last 24 months)

"AND"

Copy of **current** ***(within the last 12 calendar months)*** Equipment Check Endorsement ***(or comparable document (E.G.CFR 14, part 61.58 Pilot Proficiency Check)*** for each Limited Use or Restricted Category make and model helicopter the pilot seeks approval in. ***(Required if operating aircraft not listed on the operators 135 Certificate)***

(viii) Copy of FAR 133 endorsement.

(ix) Copy of FAR 137 endorsement.

(x) Reserved

(xi) Completed Load Calculation form for each helicopter make/model in which the pilot is seeking approval. Included with the Load Calculation will be notations indicating what chart(s) are used. ***(I.e. page and illustration or chart number)***

(xii) Completed "Vertical Reference Flight Training Endorsement" ***(required for long-line operations and snorkel operations conducted in helicopters not equipped with mirrors for external load operations)***

Copy of the front and back of the pilots most recently issued Interagency Helicopter Qualification Card. ***(If card cannot be produced it may be necessary to demonstrate proficiency for all Special Use operations required under the agreement)***

Completed "Pilots Qualifications and Approval Record". ***(USFS Form FS-5700-20a Or OAS Form 64B)***

SECTION B TECHNICAL SPECIFICATIONS

(xiii) Prior to receiving an interagency "Pilot Qualification Card", all helicopters pilots are required to complete the on-line training modules for helicopter fire operations at least every 36 months. These modules are listed on the Interagency Aviation Training (IAT) website at <https://www.iat.gov/> and include Helicopter Pilot Training – Firefighting (Modules H-1, 2, & 3) and Aviation Transport of Hazardous Materials (A-110), and Grand Canyon Special Federal Aviation Regulation (SFAR). Pilots must sign up, create a profile and after completion of the modules print a copy of the certificates. A copy of the certificate must be presented to the Helicopter Inspector Pilot before an Interagency Helicopter Pilot Qualification card will be issued.

(xiv) Equipment Check Endorsement

An Equipment Check Endorsement shall include, at a minimum, documentation of the following training;

(A) Operations Training; 1.0 hour Minimum

Company policies & procedures, Operations Specifications, HazMat, agreement requirements, etc.

(B) Aircraft Ground Training; 2.0 hour Minimum

Aircraft systems, aircraft maintenance practices, radio programming, GPS programming, etc.

(C) Aircraft Flight Training; 1.0 hour Minimum

Aircraft familiarization, normal procedures, emergency procedures, in flight programming of radios and GPS, etc. (Note; this training shall be in addition to any contractually required special mission training, i.e., long-line training, etc.)

(3) Equipment

(i) Appropriate equipment installed, or available to be installed, on the aircraft for the flight evaluation; i.e. dual controls, communications and navigation equipment and buckets

(ii) Longline(s) of at least 150 feet and a suitable weight shall be available

(iii) Aircraft maintenance records

(iv) Fuel servicing vehicle available

(4) Mechanic(s)

(i) A&P Mechanic available

(ii) Completed A&P Qualifications and Approval Record Form with applicable qualifying mechanic's records.

SECTION B TECHNICAL SPECIFICATIONS

B.21 PRE-USE INSPECTION EXPENSES

- (a) All operating expenses incidental to the inspection shall be borne by the Contractor.
- (b) Pilot evaluation flights may require up to 2-hours of flight time for each pilot as deemed necessary by the CO. Evaluations will be conducted in the Make and Model furnished for the contracts. If the contractor requests additional make and model approvals, the pilot must be qualified in accordance with B.12 and must pass an evaluation flight in the additional aircraft if any of the items below apply:
 - (1) Initial carding in Make and Model
 - (2) Initial carding in type (type I, II, or III)
 - (3) Initial carding in that seating position (left to right or right to left)
 - (4) Interagency approval for make and model has lapsed by more than 12 months.
 - (5) Required by the Helicopter Inspector Pilot, or Contracting Officer
- (c) The Contractor shall ensure that a set of fully operational dual flight controls are installed in the aircraft during all pilot evaluation flights.
- (d) The Contractor will not be charged for the costs incurred by the Government on the initial pre-use inspection.
- (e) Discrepancies noted during a CWN inspection must be corrected within 30 calendar days, if the discrepancies are not corrected within 30 days a complete re-inspection will be required.

B.22 RE-INSPECTION EXPENSES

When re-inspection is necessary because Contractor equipment and/or personnel did not satisfy the initial inspection, or when inspecting substitute personnel and/or equipment subsequent to the initial pre-use inspection, the Contractor may be charged the actual costs incurred by the government in performing the re-inspection. Re-inspections will be performed at a time and location mutually agreed to by the Contractor and CO/Airworthiness Inspector.

B.23 INSPECTIONS DURING USE

- (a) At any time during the agreement period the CO may require, but is not limited to inspections/weighting/tests as deemed necessary to determine that the Contractor's equipment and/or personnel currently meet specifications. Government costs incurred during these inspections will not be charged to the Contractor.
- (b) Should the inspection reveal deficiencies that require corrective action and subsequent re-inspection, the actual costs incurred by the Government may be charged to the Contractor.
- (c) When the helicopter becomes unavailable due to mechanical breakdown, the Government reserves the right to inspect the aircraft after the Contractor's mechanic has approved the aircraft for return to service. For items covered under 14 CFR 135.415, the Contractor shall furnish the CO/Regional Maintenance Inspector with a completed copy of FAA Form 8010-4,

SECTION B TECHNICAL SPECIFICATIONS

Malfunction or Defect Report, or a Helicopter Association International (HAI) Maintenance Malfunction/Information Reporting Form 9 (as applicable).

B.24 PERIOD OF BASIC ORDERING AGREEMENT

This basic Ordering Agreement will be in effect for up to four years from date of award. The unit prices for individual orders will be in accordance with the pricing defined prior to the establishment of the initial agreement. This agreement may be discontinued by either party upon 30 day's written notice.

B.25 AUTHORIZED ORDERING ACTIVITIES

(a) Type I & II Helicopter orders for services may be placed only by those identified herein to place orders. Orders for fire incidents and emergency support will only be placed by the National Interagency Coordination Center (NICC), located at the National Interagency Fire Center (NIFC) in Boise, Idaho. There may be occasions where orders for project work outside the fire incident/emergency support would be placed by the applicable agency Contracting Officer. If services are ordered by the Contracting Officer, NICC will be advised of aircraft status by the end user of those services. Contractors shall not accept orders or dispatches from sources other than NICC or the agency specific Contracting Officer.

This ordering agreement from the Department of Agriculture, U.S. Forest Service authorizes the Department of the Interior (DOI) to issue Task Order (TO) numbers in support of DOI as follows:

Fire - The Department of Interior (DOI), Contracting Officer (CO) will provide each CWN vendor a task order number to support all DOI fire suppression activities at award of the contract and every fiscal year, thereafter (<https://www.doi.gov/aviation/aqd/contracts>). The task order is for invoicing purposes and the vendor is responsible for the input of the flight data into their own website account, Aviation Information Reporting Support (AIRS) and the submittal of their invoice through IPP. DOI will provide a copy of the detailed invoicing instructions to the CWN vendor upon receipt of their fire task order. The Resource Orders are issued by the National Interagency Coordination Center (NICC).

Search & Rescue (SAR) for National Park Service – The DOI Contracting Officer will provide the CWN vendor a SAR DOI Task Order number at the time an order is placed with NICC and that Task Order number will be provided to the USFS COR.

Non-Fire - project orders will be placed by the DOI CO and coordinated through, and with the NICC when the task order is issued to the contractor. The DOI CO shall perform all contract administration, payment processing, claims adjudication, and close-out of each DOI task order.

Each ordering agreement or TO will be signed by the agency's designated Contracting Officer with payment being made as provided elsewhere in this agreement.

(b) Ordering Procedures

Orders for service will be placed with the contractor subject to the following:

- (1) Orders for service will be placed with the Contractor as needed. Orders will be filled based on performance, cost and urgency. The Government will calculate performance and allowable payload for each helicopter on agreement. Computed performance,

SECTION B TECHNICAL SPECIFICATIONS

allowable payload for conditions expected at the assigned work location, helicopter configuration, location of helicopter and crew at the time of the need may take precedent over other factors including cost when ordering helicopters.

(2) The Government does not guarantee the placement of any orders for service under the Agreement and the Contractor is not obligated to accept any orders. However, once the Contractor accepts an order, the Contractor is obligated to perform in accordance with the terms and conditions stated herein.

(3) It is the contractors' responsibility to keep the aircraft desk at NICC informed on the location and availability of their helicopter(s) for fire and project assignments. The Phone number at NICC is 1-208-387-5400 or for flight following 1-800-994-6312. If the contractor has not kept NICC currently informed on the location and status of the aircraft they will be considered not available for work under the agreement.

(c) Point-of-Hire

Point-of-Hire shall be the Contractor's Principle Base of Operations as specified in Section B or the location of aircraft at time-of-hire.

(d) Assigned Work Location(s)

The Assigned Work Location will be determined at the time the order for services is placed.

(e) Ordered Availability Periods

Helicopters and associated equipment and personnel shall be available as ordered by the CO and agreed to by the Contractor. After a period of availability has begun, the helicopter will not be released at the request of the Contractor until approved by the CO.

B.26 DAILY AVAILABILITY REQUIREMENTS

(a) Equipment. The helicopter and related equipment will be available 14 hours per day and will not be removed from the assigned work location without the approval of the Contracting Officer.

(1) Inclement weather plan: The Pilot in Command (PIC) is the final authority for the safety and security of the helicopter. When inclement weather may be a concern, both Pilot and Helicopter Manager/COR must develop and document a contingency plan in writing for the operational area to identify potential relocation destination (s) that will afford the best protection for the helicopter. Once agreed upon by both manager and pilot, the request to re-position or release the helicopter must be approved by aviation management staff (example: FAO, AOBD, UAO, UAM).

(b) Personnel. Personnel will be in one of the following categories of availability:

(1) Standby: Personnel will be on standby status each day. The beginning of the Standby period will be set by the Helicopter Manager after conferring with the COR at a minimum and may be adjusted from day-to-day. Once Standby begins, the standby period will continue for 9 consecutive hours regardless of the payment status of the helicopter. During the Standby period, with the exception of the first 30 minute period to

SECTION B TECHNICAL SPECIFICATIONS

accommodate preflight, the personnel/helicopter shall be able to respond to a dispatch within 15-minutes unless an alternate response time is established by the CO/COR.

Dispatches that require extended flight planning due to non-local mobilization shall be able to respond with 60 minutes unless otherwise established by the HMGB/COR.

(2) Extended Standby (that period over 9 hours per day per authorized crew member) is not intended to compensate the contractor on a one-to one basis for all hours necessary to service and maintain the helicopter, nor is it paid while crew is traveling to and from place of lodging. Extended standby must be specifically ORDERED and documented on the Flight Use Invoice by the Government and only in unusual circumstances will the Government compensate the Contractor for extended standby when helicopter is not also available for immediate dispatch. Extended Standby is not applicable to double-flight crews. Extended Standby applies only to the awarded number of compensable personnel provided with each helicopter.

(3) Authorized Break. During the standby period, requirements may be modified by the CO/COR to allow Contractor's personnel time off away from the assigned work location or to conduct routine maintenance. No deduction of availability will be made for such authorized breaks except when Contractor personnel fail to return to Standby upon request. The Contractor will provide the CO/COR with information on how to contact Contractor personnel. Personnel will be allowed 1-hour to return to standby status after the contact attempt is made. Failure to return to work within 1-hour will result in loss of availability.

(4) Release-from-Duty. The Contractor's personnel may be released and be considered off duty prior to completion of their individual crew duty limitation period. Once released, the Contractor personnel are not required to return to Standby status the same day. Service shall be recorded as fully available provided the CO/COR has approved release of the Contractor's personnel in advance. Service shall be recorded as fully available provided the CO has approved release of the Contractor's personnel in advance.

(5) Reserved

B.27 UNAVAILABILITY

(a) The Contractor will be considered to be "Unavailable" whenever equipment or personnel are unable to perform or fail to perform the requirements of this Contract. Also the aircraft will be considered unavailable when the pilot, mechanic, or fuel servicing vehicle driver cannot perform because of duty limitations unless a relief crew is provided.

Unavailability however, will not be assessed when pilot(s) has reached flight and/or duty limitations while performing under this Contract when the conditions in B.16 Flight and Duty Limitations occur.

Unavailability will be rounded up to the nearest quarter hour when a contractor fails to comply with requirements.

(b) Reserved

SECTION B TECHNICAL SPECIFICATIONS

(c) Unavailability status will continue until the deficiency is corrected. It is the Contractor's responsibility to inform the CO/COR whenever the equipment or personnel become available. Inspection by the Government after a performance failure has occurred will be made as promptly as possible after the Contractor has given notice that the deficiency has been corrected. When Inspection reveals that the failure has been corrected, the Contractor will be considered in "Available" status from the time the Contractor gives notice to the Government that the deficiency has been corrected. The CO retains the right to require aircraft and personnel review and/or check flights at Contractor's expense.

When any unscheduled maintenance or repairs are performed for mechanical or equipment deficiencies, a DOI/USFS approved Maintenance Inspector and the Contracting Officer will be notified for "return to contract availability", before the aircraft may again be allowed to fly under the contract. Depending on the complexity of the maintenance or repair, "return to contract availability" may be given by electronic or verbal means.

Do not return aircraft having mechanical or equipment deficiencies to "contract availability" until the aircraft has been approved by an authorized aircraft inspector.

(d) Periods of Unavailability will be accumulated for the day and posted on the Flight Use Invoice as actual clock unavailability.

B.28 CWN PAYMENT PROCEDURES

(a) Services Received by the US Forest Service

(1) All flight time, daily availability and other authorized charges or deductions shall be recorded on a flight use invoice in Aviation Business System (ABS). At the end of each day data shall be entered and reviewed by the Government and the Contractor's Representative.

(2) Approved invoices will be packaged electronically for payment on a semi-monthly basis for submission through the ABS process and electronically forwarded to the contractor for review and approval. Corrections shall be returned electronically to the designated representative for resolution. Upon approval, the package will be electronically forwarded to the Albuquerque Service Center (ASC) for payment. Invoices accumulated during the first half of the month will be processed for payment about the 16th and those accumulated during the last of the month will be processed about the 1st of the following month.

Go to <http://www.fs.fed.us/business/abs> "Getting Started" for instructions and more information.

(b) Services received by the Department of the Interior

(1) The Contractor's pilot in command (PIC) and the appropriate Government representative in the field must complete and sign an Aircraft Use Report (AUR), AMD-23/23E or other form as directed by the DOI CO that documents the daily services.

(2) Upon completion of flight services, in accordance with paragraph (b) (2) (ii), vendor will initiate funding requests according to DOI invoicing procedures as directed by the DOI CO. CWN vendor is required to receive an AIRS account utilizing the AIRS User Access Management Form located at: <https://www.doi.gov/aviation/aqd/airs>.

SECTION B TECHNICAL SPECIFICATIONS

(i) All services to include flight time, daily availability and other authorized charges incurred under a DOI task order shall be recorded and submitted in accordance with DOI payment procedures that are provided to the CWN vendor.

(ii) Aircraft Use Reports may be submitted no sooner than every two weeks or upon release from a fire incident or project if less than two weeks. Services provided and related charges must be shown on a daily basis.

(iii) Similar to the USDA, funding for wildland fire suppression is obligated after the vendor has submitted their funding request to the DOI and validated by a Contracting Officer, per the DOI payment procedures. Upon completion of the first fire suppression activity, the task order will be obligated and executed and sent to the vendor. The same task order number will be used for subsequent assignments and funds will be obligated with a modification and executed as above.

(3) Once the contractor receives the email with the obligated task order, the contractor will submit electronically their invoice through the U. S. Department of the Treasury's Invoice Processing Platform (IPP). The IPP website address is: <https://www.ipp.gov>. Contractor assistance with enrollment can be obtained by contacting the IPP Production Helpdesk via email ippgroup@bos.frb.org or phone (866) 973-3131.

(i) Under the DOI order, the following documents are required to be submitted as attachments to the IPP invoice:

(A) Completed AUR's, (AMD Form 23/23E) or other form as directed by the DOI CO documenting daily services provided under the contract/order. The AUR or other form as directed by the DOI CO must be signed by the appropriate representatives of the Contractor and Government.

(B) Documentation required by the contract to support additional pay items (i.e. transportation worksheets, receipts, etc.).

(C) AIRS PDF detailed report downloaded from AIRS.

(4) Questions for services received by the Department of The Interior should be directed to the DOI/AQD Contracting Office at 208-433-5075 or after hours at 208-600-2679.

B.29 PAYMENT FOR FLIGHT

(a) Flight time will be computed in hours and tenths of hours as recorded by the collective activated flight hour meter (Hobbs) on the helicopter.

(b) Payment for flight time will be made only for government authorized flight.

(c) The Government does not guarantee any flight time.

SECTION B TECHNICAL SPECIFICATIONS

B.30 PAYMENT FOR AVAILABILITY

(a) Availability will be paid at the applicable rate specified in the Schedule of Items only when Contractor's equipment and personnel meet the Daily Availability Requirements and are recorded in ABS for US Forest Service orders or as prescribed by the Department of The Interior (DOI) in Section B.28 (b) for task orders in support of the DOI.

(b) Availability for aircraft and crewmembers (maximum 14-hours-single crew) will be ordered, measured, and recorded each day.

(c) Payment for availability will not commence until the aircraft and flight crew arrive at the Assigned Work Location and are available for standby. On the first day, if an aircraft arrives at the Assigned Work Location at or before 1200 hours (noon local time) a full day of availability will be paid. Aircraft arriving after 1200 hours (noon local time), will be paid for a half-day of Availability. For purposes of this clause, on the first and last day, duty time will be computed based on time zone at point of departure.

(d) On the last day at the Assigned Work Location, aircraft released from the Assigned Work Location at or before 1200 hours (noon local time) will be paid one half-day of Availability. Aircraft released after 1200 hours (noon local time) will be paid for a full day of Availability.

(e) No more than one day of Availability may be earned in a calendar day (0001 to 2400).

(f) When the aircraft and crewmembers have arrived at the Assigned Work Location and the fuel-servicing vehicle is enroute, the aircraft and crewmembers may be considered to be available for payment purposes by the CO.

(g) The awarded daily availability rate shall include all fixed and variable costs (depreciation, salaries, overnight allowances, travel costs to and from lodging, overhead, permanent shop facilities, etc.) incurred in providing continuous service exclusive of those costs directly attributed to actual flight.

B.31 PAYMENT FOR EXTENDED STANDBY

(a) Extended Standby (that period over the first 9 hours of standby per day, per authorized crewmember) will be measured in hours (rounded to the next full-hour and paid at the rate specified in the Schedule of Items) for all Extended Standby ordered by the Helicopter Manager/COR and performed by the Contractor when the crew meets the Standby requirement in accordance with Section B, Daily Availability Requirements.

(b) Extended Standby is not applicable on days when mobilization or demobilization is paid.

(c) The Contractor will not be compensated for Extended Standby when the aircraft is not available for immediate dispatch, except when authorized by the CO.

(d) Reserved

B.32 PAYMENT FOR PROJECT WORK

(a) Daily Availability Rate plus Specified Flight Rate Method

SECTION B TECHNICAL SPECIFICATIONS

(1) The Contractor will be paid for availability and flight in accordance with B.29 Payment for Flight and B.30 Payment for Availability.

(2) Unavailability will be deducted in accordance with B.27 Unavailability.

(3) Any additional payments will be made in accordance with B.43 Miscellaneous Costs to the Contractor.

OR

(b) "For non-fire suppression missions, Project Flight Rate may be used"

(1) Services may be ordered for short periods of time (normally 1-day or less) to accomplish project work.

(2) When service is ordered under the Project Flight Rate specified in the Schedule of Items, payment will be made only for actual flight time performed. Daily availability rate is not applicable. When the Project Flight Rate is in effect and when the project extends for more than 1-day, incurred Remain-Over-Night (RON) costs will be reimbursed in accordance with the Federal Travel Regulations (FTRs).

(3) Services may also be ordered under the Daily Availability Rate specified in the Schedule of Items, plus the flight rate specified (Exhibit 12 Helicopter Services Hourly Flight Rates, Fuel Consumption, and Weight Reduction Chart). For CWN, when Daily Availability payment is used, RON fees are not applicable.

(4) The method of payment shall be established prior to the start of the project. The selected method of payment will be used for the duration of the project.

(5) Reserved

(6) Reserved

(c) Ferry time of aircraft to and from the point of hire from the Contractor's base of operations or current aircraft location, whichever is closer, will be paid at the applicable flight rate. If a fuel servicing vehicle is required, mileage to and from the point of use from the Contractor's base of operations or current location that the fuel servicing vehicle is stationed, whichever is closer, will be paid at the rates stipulated in B.38 Payment for Fuel Servicing Vehicle Mileage.

B.33 RESERVED -

B.34 ORDERING AND PAYMENT FOR ADDITIONAL AIRCRAFT AND PERSONNEL

The CO may order an additional pilot or crewmember or aircraft on an intermittent basis to maximize usage of the helicopter. The pilot or crewmember or aircraft may be furnished at the option of the Contractor. All terms and conditions of the Agreement will apply except as set forth below:

(a) When ordered by the CO, each additional crewmember will be paid a lump sum of \$500 per day for travel days and work days. This compensation is only for double crews ordered by the Government.

SECTION B TECHNICAL SPECIFICATIONS

(b) Transportation costs shall be reviewed by the CO to determine reasonableness prior to ordering. Reasonable costs of roundtrip transportation, not to exceed the cost of transportation from the aircraft point-of-hire and return, will be paid. This does not apply to relief crews brought in by the Contractor on primary pilot or crews' mandatory days off.

(c) Such aircraft will be released when the Governments need ceases to exist.

B.35 REIMBURSEMENT FOR MOBILIZATION AND DEMOBILIZATION COSTS

(a) During mobilization and demobilization on **any day in which flight is performed**, no daily Availability is earned, and flight crew are required to remain overnight to and/or from point of hire, a lump sum of \$500 per authorized crew member will be paid.

(b) Mobilization and Demobilization is not applicable if the helicopter is reassigned. The rate in affect for a reassignment is the daily availability rate plus flight.

(c) Mobilization and Demobilization are not applicable when using project flight rate.

(d) Mobilization and Demobilization payment is not intended to compensate the Contractor on a one-to-one basis for incurred costs.

(e) The Contractor will be reimbursed for fuel service vehicle mileage, airport landing fees, airport use costs (tie-downs) truck permits or taxes at points-of-entry associated with performance under this Contract. Costs associated with preparing the aircraft for service will not be paid.

(f) The costs shall be necessary and reasonable in amount. Itemized receipts must support claims for reimbursement and must be kept on file by the contractor and made available to the CO upon request. Salary costs for Contractor employee(s) while in travel status will not be paid.

(g) Claims for reimbursement shall be documented on the FS 6500-122 or DOI Flight AUR (Aircraft Use Report) or AMD 23/23E. Itemized receipts must support claims for reimbursement and must be kept on file by the contractor. Copies of receipts are to be provided to the helicopter manager for review and approval but are not required to be submitted with the FS payments document. DOI reimbursement claims will be supported by itemized receipts which must be included with the AUR and uploaded as an attachment to the invoice in IPP.

(h) Failure to perform upon arrival at the Assigned Work Location may result in non-payment of all mobilization and demobilization costs.

(i) Aircraft released from the Assigned Work Location, demobilization costs paid back to the original point-of-hire. Prior to the aircraft departing, the manager shall coordinate with the pilot and demobilization costs estimated and paid as they actually occur.

(j) Should an aircraft relocate somewhere other than the original point-of-hire, demobilization costs will only be paid from the last assigned work location back to the original point-of-hire. If an aircraft does not return to the original point-of-hire but to another location, demobilization costs paid to either the original point-of-hire or final destination whichever is closer.

SECTION B TECHNICAL SPECIFICATIONS

(k) Once an aircraft reaches its final destination whether point-of-hire, home base, or other location the pilot will relay the final demobilization numbers either to the manager or COR to close out the invoice.

(l) During mobilization, if cancellation occurs after flight has commenced, the Contractor in accordance with the above provisions will be compensated.

B.36 PAYMENT FOR SUBSTITUTE/REPLACEMENT HELICOPTER

When substitute or replacement aircraft are approved for use by the Contracting Officer, the following payment terms will apply:

(a) Availability Rate – The same rate applicable to the aircraft that is being substituted or replaced.

(b) Flight Rate – The rate applicable to the make, model, and series of the substitute or replacement aircraft.

B.37 LODGING & MEALS

No charge will be made for lodging or meals furnished by the Government.

B.38 PAYMENT FOR FUEL SERVICING VEHICLE MILEAGE

(a) A fuel-servicing vehicle is required for all fire support and non-fire project use.

(b) The price of the vehicle is included in the daily availability rate or Optional Use Flight rate offered for both fire and non-fire use.

(c) For CWN or outside the Exclusive Use MAP period, when dispatched by the Government, applicable mileage rates will be paid to and from the Assigned Work Location, beginning at the Contractor's Principle Base of Operations or from the location of the vehicle at the time of order, whichever is closer. Payment will be made only for miles driven in support of the aircraft.

(d) Reserved

Vehicle Mileage Schedule

\$4.43 per mile - where the carrying capacity of aircraft fuel is 1,500 gallons or more

\$3.20 per mile - where the carrying capacity of aircraft fuel is at least 750 gallons to 1,499 gallons

\$2.47 per mile - where the carrying capacity of aircraft fuel is at least 350 gallons to 749 gallons

\$1.73 per mile - where the carrying capacity of aircraft fuel is less than 350 gallons

B.39 PAYMENT FOR FUEL TRANSPORTATION

(a) The Government will reimburse the Contractor for costs incurred in transportation of helicopter fuel to sustain Government operations under the following conditions:

SECTION B TECHNICAL SPECIFICATIONS

- (1) When Contractor's fuel servicing vehicle cannot travel to an assigned alternate base of operations due to lack of road access.
 - (2) When Contractor has to arrange for fuel support at an assigned alternate base of operation to provide a supply for helicopter flights until the Contractor's fuel-servicing vehicle arrives on site.
- (b) The CO will designate the method of transportation and the gallons to be transported.
- (c) When the CO orders the Contractor to transport fuel by air, the flight time required to transport the fuel will be paid at the Agreement flight hour rate.
- (d) When the CO orders transportation of fuel by commercial carrier, reimbursement will be based on supporting itemized paid receipts and provided to the CO, upon request.
- (e) In the event the Government furnishes fuel to the Contractor, fuel cost will be charged based upon rates at the nearest accessible point fuel is commercially available. Such fuel costs will be deducted from any sums otherwise due the Contractor on the Flight Use Invoice.

B.40 PAYMENT FOR WILDLAND FIRE CHEMICALS

- (a) Reserved
- (b) Any wildland fire chemicals used by the Contractor shall be on the list of approved Wildland Fire Chemicals found at the following website: <https://www.fs.fed.us/rm/fire/wfcs/index.htm>.

B.41 CWN RELIEF CREW APPROVAL AND PAYMENT

- (a) The Contractor may furnish a relief crew to meet the days off requirement in accordance with B.16, Flight Hour and Duty Limitations. Approval to furnish relief crews and costs for transporting of relief crews will be approved in advance by the helicopter manager. Approval will be noted on the payment invoice in the remarks section.
- (b) The reasonable cost of transporting a relief crew to and from the current assigned work location of the Helicopter will be paid by the Government. Claims for reimbursement will be supported by itemized receipt(s), but do not need to be submitted with the Flight Use Report for payment purposes although must be available for review by the Helicopter Manager; i.e., itineraries supporting round trips, names of travelers, etc. This cost reimbursement is not applicable to primary crews. DOI reimbursement claims will be supported by itemized receipts which must be included with the Invoice/AMD-23 for payment. Salary costs for Contractor employee(s) while in travel status is not a cost for which the Government will reimburse the Contractor. Utilize Exhibit 32 (Transportation Worksheet) when providing this information.
- (c) Relief Crew Costs will only be paid once every 14 days regardless of work schedules. The Government is entitled to 12 days of service under this agreement before relief costs are authorized for payment.

B.42 PAYMENT FOR OVERNIGHT ALLOWANCE

No payment for CWN personnel is authorized.

SECTION B TECHNICAL SPECIFICATIONS

B.43 MISCELLANEOUS COSTS TO THE CONTRACTOR

(a) Reserved

(b) The Government will reimburse the contractor for any airport use costs the Contractor is required to pay when ordered to operate from an airport such as airport landing fees, tie-down charges, or other similar type costs.

(c) Miscellaneous, unforeseen costs incurred by the Contractor while performing under the terms of the Contract may be reimbursed at actual cost when approved by the CO. Examples of such items are airport landing fees, hanger fees (inclement weather), airport use costs (tie-downs) while at the designated or alternate base and rental car. Rental car expenditure shall be authorized prior to commitment and documented on the Flight Use Invoice accordingly. Supporting itemized paid receipts will be provided to the CO, upon request. Claims for reimbursement shall be documented on the Flight Use Report at the time incurred.

(d) Itemized receipts must support claims for reimbursement and must be kept on file by the contractor and made available to the CO upon request.

B.44 HELICOPTER MANAGER DELEGATED AUTHORITIES

A Helicopter Manager will be assigned to each helicopter furnished. In addition to directing the work of the Helicopter, the Helicopter Manager has the following delegated Agreement administration duties and authority:

(a) Complete Helicopter and Fuel Service Truck Pre-Use Checklist (Exhibit 14, Helicopter and Fuel Service Vehicle Pre-Use Checklist).

(b) Administer helicopter services as provided in the agreement.

(c) Secure compliance with all agreement provisions and specifications, and issue Work Orders/Notices of Non-Compliance as needed.

(d) Conduct investigations and prepare Statements of Findings when requested by the CO.

(e) Suspend operations pending the removal or reinstatement of unsatisfactory equipment or personnel by the CO.

(f) Coordinate temporary substitutions of helicopter(s) and pilot(s) with the CO.

(g) Initiate and sign correspondence and other agreement administration documents over the title "Helicopter Manager."

(h) Maintain Daily Diary of agreement activities.

(i) Document availability, flight times, and other payment items on the Flight Use Report and submit daily into ABS or completing the DOI AMD-23 form as applicable.

(j) Document and verify reasonable transportation costs for ordered additional personnel.

(k) Establish daily schedules.

SECTION B TECHNICAL SPECIFICATIONS

- (l) Approve authorized breaks.
- (m) Review the Helicopter Data Record for Inspection and Approval currency.
- (n) Review the Pilot's and Mechanics Interagency Qualification Card(s) for currency and qualifications.
- (o) Complete and submit Performance Report (Exhibit 15, Performance Report).
- (p) Review Contractor Power Trend Analysis Graph.
- (q) Government Helicopter Manager may ride in a Standard Category Type 2 Helicopter during point-to-point flights and initial attack dispatches. The following conditions shall be met when the Manager is on board:
 - (1) FAA approved passenger or crew seat with available restraint system as per B.4 (d) General Requirements. This seat shall be in conformity with the helicopter's type certificate. The use of the observer's position (jump seat) is not approved.
 - (2) Managers may not ride on Type 1 helicopters.
 - (3) Helicopter Managers shall not ride in helicopters certified as Restricted Category aircraft.
- (r) Discuss, develop and document an Inclement Weather Plan (IWP), reference B.26 (a) (1).

B.45 DEFINITIONS

As used throughout this agreement, the following terms shall have the meaning set forth below:

Additional Personnel: Additional personnel specifically ordered by the CO where it is to the Government's advantage to have additional availability of the helicopter (not to be confused with a relief crew furnished by contractor to replace primary crew).

Aircraft Accident: An occurrence associated with the operation of a helicopter, which takes place between the time any person boards the aircraft with the intention of flight and all such persons have disembarked, and in which any person suffers death or serious injury, or in which the aircraft receives substantial damage.

Aircraft Incident: An occurrence other than an accident, associated with the operation of a helicopter, which affects or could affect the safety of operations.

Aircraft Make, Model, and Series: A specific make, model, and series of aircraft including modification (e.g., a Bell 206B is not the same make, model, and series as a Bell 206L).

Airspace Conflict: A near mid-air collision, intrusion, or violation of airspace rules.

Alert Status: A status subject to flight and duty limitations, in which the Contractor has 1 hour to return to standby if ordered by the CO to do so.

SECTION B TECHNICAL SPECIFICATIONS

Alternate Base: A base, other than the host base, established to permit operation from the vicinity of a project area or incident.

Anchor: The Interagency approved device manufactured to be the fixed point attached to the helicopter for rappel and cargo letdown operations.

Appropriate Flight Manual Hover Performance Chart: A performance chart residing in either the original or supplemental portion of a rotorcraft flight manual (RFM) that the manufacturer or Supplemental Type Certificate (STC) holder deems appropriate for a given phase of flight or special purpose activity. For example: Kaman K-1200 Rotorcraft Flight Manual Supplement No. 1 USFS Fire Fighting.

Assigned Work Location: The location designated by the CO from which an ordered flight will originate.

Authorized Crewmember: Those individuals specified in the "Schedule of Items" unless designated otherwise by the CO.

Authorized Flight or Flying Time: The actual time that a helicopter is off the ground for the purpose of the task or tasks to which assigned under an ordered flight when such time is recorded by the pilot and approved by a designated Government Official as having been properly performed.

Aviation Hazard: Any condition, act, or set of circumstances that exposes an individual to unnecessary risk or harm during aviation operations.

Base Cost: The portion of the flight rate that is constant throughout the agreement period and not affected by changes in fuel prices. Adjustments to the base cost will be made annually by the CO.

Call-When-Needed: A term used to identify the furnishing of services on an "as needed basis" or "intermittent use" in government procurement agreements. There is no guarantee the Government will place any orders and the Contractor is not obligated to accept any orders. However, once an order is placed and the Contractor takes steps to perform, both sides are bound by the terms and conditions of the Agreement.

Cargo: Any material thing carried by the aircraft.

Civil Twilight: Begins in the morning, and ends in the evening when the center of the sun is geometrically 6° below the horizon.

Contractor: An operator being paid by the Government for services.

Crewmember: A person assigned to perform duty in an aircraft during flight time.

Duty: That period that includes flight time, ground duty (pre- and post- flight inspections) of any kind, and standby or alert status at any location.

Empty Weight: Means the weight of the airframe, engines, propellers, rotors, and fixed equipment. Empty weight excludes the weight of the crew and payload, but includes the weight

SECTION B TECHNICAL SPECIFICATIONS

of all fixed ballast, unusable fuel supply, undrainable oil, total quantity of engine coolant, and total quantity of hydraulic fluid.

Equipped Weight:

Standard Category Bucket Helicopters: Equipped weight equals the Empty Weight (as listed in the Weight and Balance Data) **plus** the weight of lubricants and onboard equipment required by agreement (i.e., including but not limited to survival kit, rappel anchor, first aid kit). Does not include the weight of the bucket and any associated suspension hardware.

Restricted Category Bucket Helicopters: Equipped weight equals the Empty Weight (as listed in the Weight and Balance Data) **plus** the weight of lubricants and onboard equipment required by agreement (i.e., including but not limited to survival kit, rappel anchor, first aid kit). **Includes** the weight of the bucket and any associated suspension hardware.

Tanked Helicopters: Equipped weight equals the Empty Weight (as listed in the Weight and Balance Data) **plus** the weight of lubricants and onboard equipment required by agreement (i.e., including but not limited to survival kit, rappel anchor, first aid kit). **Includes** the weight of a fixed tank and snorkel.

Extended Standby: Period following the 9 hours of standby up to 5 hours.

External Load: Any combination of load and line that is 50 feet or less in length.

Fatal Injury: Any injury, which results in death within 30-days of the accident.

Federal Aviation Regulations: Rules and regulations contained in Title 14 of the Code of Federal Regulations.

Ferry Flight: Movement of helicopter under its own power from point-to-point.

First Aid: Any medical attention that involves no medical bill - If a physician prescribes medical treatment for less than serious injury and makes a charge for this service, that injury becomes "medical attention."

Flight Crew: Those Contractor personnel required by the Federal Aviation Administration to operate the aircraft safely while performing under agreement to the Government.

Flight Rate: The agreement unit price per hour of flight time as found in the Flight Rate Chart or Schedule of Items. (Includes base cost plus fuel costs)

Flight Time: Begins when the aircraft leaves the ground in takeoff for a given flight and ends when the aircraft has landed.

Forced Landing: A landing necessitated by failure of engines, systems, components, or incapacitation of a crewmember, which makes continued flight impossible, and which may or may not result in damage.

Fuel Cost: The variable portion of the flight rate that is subject to change due to fuel price change.

SECTION B TECHNICAL SPECIFICATIONS

Form A: The Form A is a tabulation of all operating equipment that is or may be installed, and for which provision for fixed stowage has been made in a definite location in the helicopter. It provides a weight, arm, and moment of individual items. This is the primary document utilized to identify how a helicopter was precisely configured at the time of weighing. The items installed are indicated with a check mark or "x", where the items not installed are identified with a "0".

Form B: The Form B is a single-page form used for recording the scaled weighing data and computing the empty weight and balance of the helicopter. This document will provide the individual weights for each scale and show which type of scale was used to obtain the weight.

Form C: The Form C is a malleable list that updates the weight obtained from the Form B as equipment is added or removed. It additionally shows a continuous history of the basic weight, arm, and moment resulting from structural and equipment changes in service.

Fuel Endurance: Fuel required including a 20-minute reserve.

Fully Operational: Helicopter, pilot(s), other personnel, repairs, operating supplies, service facilities, and incidentals necessary for the safe operation of the helicopter both on the ground and in the air.

Fully Rated Capacity: The number of passenger seats or pounds of cargo load authorized in the applicable Type Certificate Data Sheet.

General Aviation: That portion of civil aviation that encompasses all facets of aviation except air carriers.

Ground Mishap, Aircraft: An aircraft mishap in which there is no intent to fly; however, the power plants and/or rotors are in operation and damage incurred requiring replacement or repair of rotors, propellers, wheels, tires, wing tips, flaps, etc., or an injury is incurred requiring first aid or medical attention.

Hazard: Any condition, act or set of circumstances that exposes an individual to unnecessary risk or harm during aviation operations.

Host Base: The initial location at which the aircraft will be made available for the purpose of providing aircraft services as identified under Exclusive Use.

Hover-in-ground-effect (HIGE): Maximum pressure altitude and temperature at which a helicopter can hover (at maximum gross weight) using the effects of ground cushion per the Flight Manual/Supplements and STC performance charts.

Hover-out-of-ground Effect (HOGE): Maximum pressure altitude and temperature which a helicopter can hover (at maximum gross weight) without the effects of ground cushion per the Flight Manual/Supplements and STC performance charts.

Incident: An occurrence other than an accident, associated with the operation of an aircraft, which affects or could affect the safety of operations.

Incident-With-Potential: An incident that narrowly misses being an accident and in which the circumstances indicate significant potential for substantial damage or serious injury. Final classification will be determined by the agency Aviation Safety Manager.

SECTION B TECHNICAL SPECIFICATIONS

Instrument Flight Rules (IFR): As defined in 14 CFR 91.

Internal Cargo Compartments: An area within the helicopter specifically designed to carry cargo.

Law Enforcement: Those duties carried out by agency personnel together with personnel from cooperating agencies, to enforce various Federal laws applicable to trespass (those activities relating to timber, grazing, fire, occupancy and others). Other activities can include those that are illegal under the antiquities acts and the manufacturing, production, and trafficking of substances in violation of the Controlled Substances Act (16 U.S.C. 559b-f)) and other illegal activities occurring on agency jurisdictional lands. Specific law enforcement activities can include surveillance (visual, infrared, or photographic), transportation of law enforcement personnel and persons in custody and transportation of property (both internally and externally). All helicopter activities including landings will occur at locations that are secured by law enforcement personnel or are locations removed from law enforcement actions.

Life-Threatening: A situation or occurrence of a serious nature, developing suddenly and unexpectedly and demanding immediate action to prevent loss of life.

Limited Use Helicopter: A limited use helicopter is an Interagency term used to denote a standard category helicopter that is designated and utilized in a limited role (not for passenger transport). See Standard Category.

Long-line: Any combination of load and line, attached to the cargo hook of the aircraft for the purpose of carrying an external load greater than 50 feet in length.

Maintenance Deficiency: An equipment defect or failure which affects or could affect the safety of operations, or that causes an interruption to the services being performed.

Mishap, Aviation: Mishaps include aircraft accidents, incidents-with-potential, aircraft incidents, aviation hazards and aircraft maintenance deficiencies.

Mountain Flying - Helicopter Pilot: 200 hours experience operating helicopters in mountainous terrain identified in 14 CFR 95 Subpart B-Designated Mountainous Area. Operating includes maneuvering and numerous takeoffs and landings to pinnacles, ridgelines and confined areas.

Night: The time between the end of evening civil twilight and the beginning of morning civil twilight, as published in the American Air Almanac, converted to local time.

Occupant: Any crew or passenger that is aboard an aircraft.

Official Sunset and Sunrise: The times when the upper edge of the disk of the Sun is on the horizon, considered unobstructed relative to the location of interest. Atmospheric conditions are assumed to be average and the location is in a level region on the Earth's surface.

Operational Control: The condition existing when an entity exercises authority over initiating, conducting or terminating a flight.

Operating Agency: An executive agency or any entity there of using agency aircraft, which it does not own.

SECTION B TECHNICAL SPECIFICATIONS

Operator: Any person who causes or authorizes the operation of an aircraft, such as the owner, lessee, or bailee of an aircraft.

Optional Use Flight Rate: Hourly flight rate specified on the schedule of items inclusive of all costs.

Passenger: Any person aboard an aircraft who does not perform the function of a flight crewmember or crewmember.

Passenger Seating Capacity: Number of passenger seats excluding pilot(s).

Payload: The maximum allowable weight (passengers and/or cargo) that can be carried in any one mission.

Pilot-In-Command: The pilot responsible for the operation and safety of the aircraft during the time defined as flight time.

Point-of-Hire: Point-of-Hire shall be the Contractor's Principle Base of Operations as specified in Section A or the location of aircraft at time-of-hire.

Portable Electronic Device: Any kind of electronic device, typically but not limited to consumer electronics, brought on board the aircraft that is not permanently installed and part of the approved aircraft configuration. Electrical energy can be provided from internal sources, such as batteries, an aircraft power source or both. This includes transmitting PEDs (T-PEDs).

Precautionary Landing: A landing necessitated by apparent impending failure of engines, systems, or components, which makes continued flight inadvisable.

Principal Base of Operations: The primary operating location of a 14 CFR 121, 133, 135 or 137 certificate holder as established by the certificate holder.

Restricted Category: An aircraft that has been manufactured in accordance with the requirements of and accepted for use by an Armed Force of the United States and later modified for special purposes such as agriculture, forest and wildlife conservation, aerial surveying, patrolling, or any the operation specified by the FAA Administrator.

SAFECOM: Use to report any condition, observance, act, maintenance problem, or circumstance, which has potential to cause an aviation related mishap. The purpose of the SAFECOM form is not intended to be punitive in nature. It will be used to disseminate safety information to aviation managers, and also to aid in accident prevention by trend monitoring and tracking. See www.safecom.gov

Serious Injury: Any injury which: (1) requires hospitalization for more than 48-hours, commencing within 7-days from the date the injury was received; (2) results in a fracture of any bone (except simple fractures of fingers, toes or nose); (3) causes severe hemorrhages, nerve, muscle or tendon damage; (4) involves any internal organ; or; (5) involves second or third-degree burns, or any burns affecting more than 5% of the body surface.

Sling Load: Jettisonable external load that is lifted free of land or water during the rotorcraft operation.

SECTION B TECHNICAL SPECIFICATIONS

Special Use Missions:

Air Tactical Coordination (Air Attack): Coordination with other tactical aircraft during fire and other project operations.

Fire Surveillance/Reconnaissance: Patrolling in search of and scouting wildland fires; checking fuel types and fire behavior.

Reconnaissance (Non-Fire): Observation and fact-finding reconnaissance, i.e. wildlife monitoring, snow surveys, search and rescue, timber and range surveys, insect and disease surveys, law enforcement, and aerial photography.

Other: Cooperative use with other agencies, and other purposes mutually agreed upon by the Contractor and the Contracting Officer.

Standard Category Helicopter: Turbine powered helicopters certificated in the normal or transport category. Standard Category helicopters are operated and maintained for passenger carriage in accordance with (IAW) 14 CFR 135 by an operator holding an Air Carrier Certificate.

Substantial Damage: Any damage or failure which adversely affects the structural strength, performance or flight characteristics of the helicopter, and which would normally require major repair or replacement of the affected component. Engine failure or damage limited to an engine if only one engine fails or rotor or propeller blades and damage to landing gear, wheels, tires, flaps, engine accessories, brakes, or wing tips are not considered "substantial damage" for the purpose of this part.

Type I (Heavy) Helicopter: A helicopter with a certified internal gross weight of over **14,001** pounds. Under the ICS helicopter typing system, a heavy helicopter is a Type 1 helicopter and has 10 + passenger seats (unless restricted category). Based on the KMAX limited use and its payload being over 3300 lbs it is considered a Type 1.

Type II (Medium) Helicopter: A helicopter with a certified internal gross weight between **7,001 and 14,000 pounds**. Under the ICS helicopter typing system, a medium helicopter is a Type 2 helicopter and has 9 or less passenger seats (unless restricted category).

Type III (Light) Helicopter: A helicopter with a certified internal gross weight of less than **7,000** pounds. Under the ICS helicopter typing system, a light helicopter is a Type 3 helicopter and has 9 or less passenger seats.

Vertical Reference/External Load: Direct visual reference, by the pilot, of an external load/cargo being slung from beneath the helicopter with a line attached to the cargo hook and being removed or placed from the earth's surface with precision.

Visual Flight Rules (VFR): As defined in 14 CFR 91.

SECTION B
TECHNICAL SPECIFICATIONS

B.46 ABBREVIATIONS/ACRONYMS

A&P	Airframe & Powerplant (Mechanic)
ABS	Aviation Business Systems
AC	Advisory Circular
AD	Airworthiness Directive
AIRS	Aviation Information Reporting Support
AFF	Automated Flight Following
AMI	Aviation Maintenance Inspector
AOBD	Air Operations Branch Director
ASC	Albuquerque Service Center
ASI	Aviation Safety Inspector - Airworthiness
ASP	Aviation Safety Plan
ATC	Air Traffic Control
ATCO	Air Taxi/Commercial Operators
ATU	Additional Telemetry Unit
BOA	Basic Ordering Agreement
CAB	Civil Aeronautics Board
CG	Center of Gravity
CO	Contracting Officer
CFR	Code of Federal Regulations
COR	Contracting Officer's Representative
COTR	Contracting Officer's Technical Representative
CPARS	Contractor Performance Assessment Reporting System
CVR	Cockpit Voice Recorder
CWN	Call-when-Needed (Agreement)
DOI	Department of the Interior
DOT	Department of Transportation
ELT	Emergency Locator Transmitter
EPA	Environmental Protection Agency
ETA	Estimated Time of Arrival
FAA	Federal Aviation Administration
FAO	Forest Aviation Officer
FASD	Fire Applications Support Desk
FAR	Federal Acquisition Regulations
FDR	Flight Data Recorder
FPMR	Federal Property Management Regulations
FSS	Flight Service Station
GPM	Gallons-Per-Minute
HIP	Helicopter Inspector Pilot
HOS	Helicopter Operations Specialist
IATB	Interagency Airtanker Board
ICAO	International Civil Aviation Organization
IFR	Instrument Flight Rules
IMC	Instrument Meteorological Conditions
MAP	Mandatory Availability Period/Availability Period
M&IE	Meals and Incidental Expenses
MSL	Mean Sea Level
NTSB	National Transportation Safety Board
NOTAM	Notice to Airmen

SECTION B
TECHNICAL SPECIFICATIONS

OAS	Office of Aviation Services
OLMS	Operational Load Monitoring System
PA	Public Address System
PASP	Project Aviation Safety Plan
PED	Portable Electronic Device
PIC	Pilot-in-Command
PTT	Push-To-Talk
RADS	Rope Assisted Delivery System
RAO	Regional Aviation Officer
RASM	Regional Aviation Safety Manager
RON	Remain-Over-Night
SIC	Second-in-Command/Co-Pilot
SPCC	Spill Prevention, Control and Countermeasure Plan Requirements
STC	Supplemental Type Certificate
TAS	Traffic Advisory System
TBO	Time between Overhaul
TCAS	Traffic Collision Avoidance System
TSO	Technical Standard Order
UAM	Unit Aviation Manager
UAO	Unit Aviation Officer
USFS	United States -Forest Service
VFR	Visual Flight Rules
VNE	Velocity Never Exceed
VSWR	Voltage Standing Wave Ratio

SECTION C
CONTRACT TERMS AND CONDITIONS

C.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This agreement incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): www.acquisition.gov.

52.203-17	Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights (APR 2014)
52.204-4	Printed or Copied Double-Sided on Recycled Paper (MAY 2011)
52.204-19	Incorporation by Reference of Representations and Certifications (DEC 2014)
52.228-5	Insurance – Work on a Government Installation (JAN 1997)
52.245-1	Government Property (ALTERNATE I)(APR 2012)
52.245-9	Use and Charges (APR 2012)

C.2 CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS (52.212.4) (DEVIATION 2017-1) (OCT 2018)

(a) *Inspection/Acceptance.* The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or re-performance of nonconforming services at no increase in contract price. If repair/replacement or re-performance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post-acceptance rights—

(1) Within a reasonable time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) *Assignment.* The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act ([31 U.S.C. 3727](http://www.uscourts.gov/uscourt/cases/31-3727)). However, when a third party makes payment (e.g., use of the Government-wide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) *Changes.* Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

SECTION C
CONTRACT TERMS AND CONDITIONS

(d) *Disputes.* This contract is subject to [41 U.S.C. chapter 71](#), Contract Disputes. Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR [52.233-1](#), Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) *Definitions.* The clause at FAR [52.202-1](#), Definitions, is incorporated herein by reference.

(f) *Excusable delays.* The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) *Invoice.*

(1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include—

- (i) Name and address of the Contractor;
- (ii) Invoice date and number;
- (iii) Contract number, line item number and, if applicable, the order number;
- (iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;
- (v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;
- (vi) Terms of any discount for prompt payment offered;
- (vii) Name and address of official to whom payment is to be sent;
- (viii) Name, title, and phone number of person to notify in event of defective invoice; and
- (ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

SECTION C
CONTRACT TERMS AND CONDITIONS

(x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., [52.232-33](#), Payment by Electronic Funds Transfer—System for Award Management, or [52.232-34](#), Payment by Electronic Funds Transfer—Other Than System for Award Management), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act ([31 U.S.C. 3903](#)) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR Part 1315.

(h) *Patent indemnity.* The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) Payment.—

(1) *Items accepted.* Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2) *Prompt payment.* The Government will make payment in accordance with the Prompt Payment Act ([31 U.S.C. 3903](#)) and prompt payment regulations at 5 CFR Part 1315.

(3) *Electronic Funds Transfer (EFT).* If the Government makes payment by EFT, see [52.212-5](#) (b) for the appropriate EFT clause.

(4) *Discount.* In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) *Overpayments.* If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall—

SECTION C
CONTRACT TERMS AND CONDITIONS

(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the—

- (A) Circumstances of the overpayment (*e.g.*, duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);
- (B) Affected contract number and delivery order number, if applicable;
- (C) Affected line item or subline item, if applicable; and
- (D) Contractor point of contact.

(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(6) Interest.

(i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in [41 U.S.C. 7109](#), which is applicable to the period in which the amount becomes due, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

(ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(iii) *Final decisions.* The Contracting Officer will issue a final decision as required by [33.211](#) if—

- (A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;
- (B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or
- (C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see [32.607-2](#)).

(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.

SECTION C
CONTRACT TERMS AND CONDITIONS

(v) Amounts shall be due at the earliest of the following dates:

(A) The date fixed under this contract.

(B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.

(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on—

(A) The date on which the designated office receives payment from the Contractor;

(B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or

(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

(vii) The interest charge made under this clause may be reduced under the procedures prescribed in [32.608-2](#) of the Federal Acquisition Regulation in effect on the date of this contract.

(j) *Risk of loss.* Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) *Taxes.* The contract price includes all applicable Federal, State, and local taxes and duties.

SECTION C
CONTRACT TERMS AND CONDITIONS

(l) *Termination for the Government's convenience.* The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) *Termination for cause.* The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) *Title.* Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) *Warranty.* The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) *Limitation of liability.* Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) *Other compliances.* The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) *Compliance with laws unique to Government contracts.* The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. chapter 37, Contract Work Hours and Safety Standards; 41 U.S.C. chapter 87, Kickbacks; 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. chapter 21 relating to procurement integrity.

(s) *Order of precedence.* Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

SECTION C
CONTRACT TERMS AND CONDITIONS

- (1) The schedule of supplies/services.
 - (2) The Assignments, Disputes, Payments, Invoice, Other Compliances, Compliance with Laws Unique to Government Contracts, and Unauthorized Obligations paragraphs of this clause;
 - (3) The clause at [52.212-5](#).
 - (4) Addenda to this solicitation or contract, including any license agreements for computer software.
 - (5) Solicitation provisions if this is a solicitation.
 - (6) Other paragraphs of this clause.
 - (7) The [Standard Form 1449](#).
 - (8) Other documents, exhibits, and attachments.
 - (9) The specification.
- (t) Reserved
- (u) Unauthorized Obligations
- (1) Except as stated in paragraph (u)(2) of this clause, when any supply or service acquired under this contract is subject to any End User License Agreement (EULA), Terms of Service (TOS), or similar legal instrument or agreement, that includes any clause requiring the Government to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341), the following shall govern:
 - (i) Any such clause is unenforceable against the Government.
 - (ii) Neither the Government nor any Government authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the EULA, TOS, or similar legal instrument or agreement. If the EULA, TOS, or similar legal instrument or agreement is invoked through an "I agree" click box or other comparable mechanism (e.g., "click-wrap" or "browse-wrap" agreements), execution does not bind the Government or any Government authorized end user to such clause.
 - (iii) Any such clause is deemed to be stricken from the EULA, TOS, or similar legal instrument or agreement.

SECTION C
CONTRACT TERMS AND CONDITIONS

(2) Paragraph (u)(1) of this clause does not apply to indemnification by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulations and procedures.

(v) Incorporation by reference. The Contractor's representations and certifications, including those completed electronically via the System for Award Management (SAM), are incorporated by reference into the contract.

C.3 RESERVED

C.4 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS -- COMMERCIAL ITEMS (52.212-5) (MAY 2019) (DEVIATION 2017-1)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (1) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(2) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Jul 2018) (Section 1634 of Pub. L. 115-91).

(3) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015)

(4) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(5) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Public Laws 108-77, 108-78 (19 U.S.C. 3805 note)).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the contracting officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

☒ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 4704 and 10 U.S.C. 2402).

☒ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509).

☐ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (Jun 2010) (Section 1553 of Pub L. 111-5) (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009).

☒ (4) 52.203-17, Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights (April 2014) (41 U.S.C. 4712) relating to whistleblower protections).

SECTION C
CONTRACT TERMS AND CONDITIONS

☒ (5) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Oct 2018) (Pub. L. 109-282) (31 U.S.C. 6101 note).

☐ (6) [Reserved]

☐ (7) 52.204-14, Service Contract Reporting Requirements (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

☒ (8) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

☐ (9) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Oct 2015) (31 U.S.C. 6101 note).

☒ (10) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Oct 2018) (41 U.S.C. 2313).

☐ (11) [Reserved]

☐ (12)(i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Nov 2011) (15 U.S.C. 657a).

☐ (ii) Alternate I (Nov 2011) of 52.219-3.

☐ (13)(i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Oct 2014) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

☐ (ii) Alternate I (Jan 2011) of 52.219-4.

☐ (14) [Reserved]

☐ (15)(i) 52.219-6, Notice of Total Small Business Set-Aside (Nov 2011) (15 U.S.C. 644).

☐ (ii) Alternate I (Nov 2011).

☐ (iii) Alternate II (Nov 2011).

☐ (16)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).

☐ (ii) Alternate I (Oct 1995) of 52.219-7.

☐ (iii) Alternate II (Mar 2004) of 52.219-7.

☒ (17) 52.219-8, Utilization of Small Business Concerns (Oct 2018) (15 U.S.C. 637(d)(2) and (3)).

☐ (18)(i) 52.219-9, Small Business Subcontracting Plan (Aug 2018) (15 U.S.C. 637(d)(4)).

SECTION C
CONTRACT TERMS AND CONDITIONS

- ☐ (ii) Alternate I (Nov 2016) of 52.219-9.
- ☐ (iii) Alternate II (Nov 2016) of 52.219-9.
- ☐ (iv) Alternate III (Nov 2016) of 52.219-9.
- ☐ (v) Alternate IV (Aug 2018) of 52.219-9.
- ☐ (19) 52.219-13, Notice of Set-Aside of Orders (Nov 2011) (15 U.S.C. 644(r)).
- ☒ (20) 52.219-14, Limitations on Subcontracting (Jan 2017) (15 U.S.C. 637(a)(14)).
- ☐ (21) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- ☐ (22) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011) (15 U.S.C. 657f).
- ☒ (23) 52.219-28, Post Award Small Business Program Rerepresentation (Jul 2013) (15 U.S.C. 632(a)(2)).
- ☐ (24) 52.219-29, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Dec 2015) (15 U.S.C. 637(m)).
- ☐ (25) 52.219-30, Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Dec 2015) (15 U.S.C. 637(m)).
- ☒ (26) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- ☐ (27) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Jan 2018) (E.O. 13126).
- ☒ (28) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).
- ☒ (29) (i) 52.222-26, Equal Opportunity (Sep 2016) (E.O. 11246).
 - ☐ (ii) Alternate I (Feb 1999) of 52.222-26.
- ☒ (30)(i) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212).
 - ☐ (ii) Alternate I (July 2014) of 52.222-35.
- ☒ (31)(i) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).
 - ☐ (ii) Alternate I (July 2014) of 52.222-36.
- ☒ (32) 52.222-37, Employment Reports on Veterans (Feb 2016) (38 U.S.C. 4212).

SECTION C
CONTRACT TERMS AND CONDITIONS

☒ (33) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).

☒ (34) (i) 52.222-50, Combating Trafficking in Persons (Mar 2015) (22 U.S.C. chapter 78 and E.O. 13627).

☐ (ii) Alternate I (Mar 2015) of 52.222-50, (22 U.S.C. chapter 78 and E.O. 13627).

☒ (35) 52.222-54, Employment Eligibility Verification (Oct 2015). (E. O. 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

☐ (36) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

☐ (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

☐ (37) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (Jun 2016) (E.O.13693).

☐ (38) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (Jun 2016) (E.O. 13693).

☐ (39) (i) 52.223-13, Acquisition of EPEAT® -Registered Imaging Equipment (Jun 2014) (E.O.s 13423 and 13514)

☐ (ii) Alternate I (Oct 2015) of 52.223-13.

☐ (40) (i) 52.223-14, Acquisition of EPEAT® -Registered Television (Jun 2014) (E.O.s 13423 and 13514).

☐ (ii) Alternate I (Jun 2014) of 52.223-14.

☐ (41) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).

☐ (42) (i) 52.223-16, Acquisition of EPEAT® -Registered Personal Computer Products (Oct 2015) (E.O.s 13423 and 13514).

☐ (ii) Alternate I (Jun 2014) of 52.223-16.

☒ (43) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging while Driving (Aug 2011) (E.O. 13513).

☐ (44) 52.223-20, Aerosols (Jun 2016) (E.O. 13693).

☐ (45) 52.223-21, Foams (Jun 2016) (E.O. 13696).

SECTION C
CONTRACT TERMS AND CONDITIONS

- ☐ (46) (i) 52.224-3, Privacy Training (Jan 2017) (5 U.S.C. 552a).
- ☐ (ii) Alternate I (Jan 2017) of 52.224-3.
- ☐ (47) 52.225-1, Buy American--Supplies (May 2014) (41 U.S.C. chapter 83).
- ☒ (48) (i) 52.225-3, Buy American--Free Trade Agreements--Israeli Trade Act (May 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).
- ☐ (ii) Alternate I (May 2014) of 52.225-3.
- ☐ (iii) Alternate II (May 2014) of 52.225-3.
- ☐ (iv) Alternate III (May 2014) of 52.225-3.
- ☐ (49) 52.225-5, Trade Agreements (Aug 2018) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).
- ☒ (50) 52.225-13, Restrictions on Certain Foreign Purchases (June 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- ☐ (51) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).
- ☐ (52) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).
- ☐ (53) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).
- ☐ (54) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505), 10 U.S.C. 2307(f)).
- ☐ (55) 52.232-30, Installment Payments for Commercial Items (Jan 2017) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).
- ☒ (56) 52.232-33, Payment by Electronic Funds Transfer--System for Award Management (Oct 2018) (31 U.S.C. 3332).
- ☐ (57) 52.232-34, Payment by Electronic Funds Transfer—Other Than System for Award Management (Jul 2013) (31 U.S.C. 3332).
- ☐ (58) 52.232-36, Payment by Third Party (May 2014) (31 U.S.C. 3332).
- ☐ (59) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

SECTION C
CONTRACT TERMS AND CONDITIONS

☐ (60) 52.242-5, Payments to Small Business Subcontractors (Jan 2017) (15 U.S.C. 637(d)(13)).

☐ (61) (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631).

☐ (ii) Alternate I (Apr 2003) of 52.247-64.

☐ (iii) Alternate II (Feb 2006) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items:

☐ (1) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495)

☒ (2) 52.222-41, Service Contract Labor Standards (Aug 2018) (41 U.S.C. chapter 67).

☐ (3) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

☐ (4) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards -- Price Adjustment (Multiple Year and Option Contracts) (Aug 2018) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

☒ (5) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards -- Price Adjustment (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

☐ (6) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (May 2014) (41 U.S.C. chapter 67).

☐ (7) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (May 2014) (41 U.S.C. chapter 67).

☒ (8) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015) (E.O. 13658).

☐ (9) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).

☐ (10) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (May 2014) (42 U.S.C. 1792).

(d) *Comptroller General Examination of Record* The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records -- Negotiation.

SECTION C
CONTRACT TERMS AND CONDITIONS

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)

(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509).

(ii) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(iii) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Jul 2018) (Section 1634 of Pub. L. 115-91).

(iv) 52.219-8, Utilization of Small Business Concerns (Oct 2018) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$700,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(v) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495). Flow down required in accordance with paragraph (1) of FAR clause 52.222-17.

(vi) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).

SECTION C
CONTRACT TERMS AND CONDITIONS

- (vii) 52.222-26, Equal Opportunity (Sep 2016) (E.O. 11246).
- (viii) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212).
- (ix) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).
- (x) 52.222-37, Employment Reports on Veterans (Feb 2016) (38 U.S.C. 4212).
- (xi) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.
- (xii) 52.222-41, Service Contract Labor Standards (Aug 2018), (41 U.S.C. chapter 67).
- (xiii) (A) 52.222-50, Combating Trafficking in Persons (Mar 2015) (22 U.S.C. chapter 78 and E.O. 13627).
(B) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 E.O. 13627).
- (xiv) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (May 2014) (41 U.S.C. chapter 67.)
- (xv) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (May 2014) (41 U.S.C. chapter 67)
- (xvi) 52.222-54, Employment Eligibility Verification (Oct 2015) (E. O. 12989).
- (xvii) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015).
- (xviii) 52.222-62, Paid sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).
- (xix) (A) 52.224-3, Privacy Training (Jan 2017) (5 U.S.C. 552a).
(B) Alternate I (Jan 2017) of 52.224-3.
- (xx) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).
- (xxi) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (May 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

SECTION C
CONTRACT TERMS AND CONDITIONS

(xxii) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the Contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

C.5 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (FAR 52.222-42) (MAY 2014)

In compliance with the Service Contract Labor Standards statute and the regulations of the Secretary of Labor (29 CFR part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

This statement is for information only: It is not a wage determination.

<u>Employee</u>	<u>Class</u>	<u>Wage</u>
Aircraft Pilot	GS-11	\$29.33
Aircraft Mechanic—III	GS-12	\$35.16
Aircraft Mechanic—II	GS-11	\$29.33
Aircraft Mechanic—Helper	G S-5	\$16.00
Truck Driver, Tractor Trailer	GS-8	\$24.24

C.6 AVAILABILITY OF FUNDS (FAR 52.232-18) (APR 1984)

Funds are not presently available for this agreement. The Government's obligation under this agreement is contingent upon the availability of appropriated funds from which payment for agreement purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are made available to the Contracting Officer for this agreement and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer.

C.7 PROPERTY AND PERSONAL DAMAGE

(a) The Contractor shall use every precaution necessary to prevent damage to public and private property.

(b) The Contractor shall be responsible for all damage to property and to persons, including third parties that occur as a result of his or his agents or employee's fault or negligence. The term "third parties" is construed to include employees of the Government.

(c) The Contractor shall procure and maintain during the term of this agreement, and any extension thereof, aircraft and General Public Liability Insurance in accordance with 14 CFR 205. The parties named insured under the policy or policies shall be the **CONTRACTOR and THE UNITED STATES OF AMERICA.**

(d) The Contractor may be otherwise insured by a combination of primary and excess policies. Such policies shall have combined coverage equal to or greater than the combined minimums required.

SECTION C

CONTRACT TERMS AND CONDITIONS

(e) Policies containing exclusions for chemical damage or damage incidental to the use of equipment and supplies furnished under this agreement, or growing out of direct performance of the agreement, will not be acceptable. The chemical damage coverage may be limited to chemicals dispensed while performing firefighting activities.

(f) Prior to the commencement of work, the Contractor shall provide the CO with one copy of the insurance policy, or confirmation from the insurance company, certifying that the coverage described in this clause has been obtained.

C.8 NOTICE OF CONTRACTOR PERFORMANCE ASSESSMENT REPORTING SYSTEM (JULY 2010)

(a) The US Forest Service has implemented the Contractor Performance Assessment Reporting System (CPARS) for reporting all past performance information. One or more past performance evaluations will be conducted in order to record your agreement performance as required by FAR 42.15.

(b) The past performance evaluation process is a totally paperless process using CPARS. CPARS is a web-based system that allows for electronic processing of the performance evaluation report. Once the report is processed, it is available in the Past Performance Information Retrieval System (PPIRS) for Government use in evaluating past performance as part of a source selection action.

(c) We request that you furnish the Contracting Officer with the name, position title, phone number, and email address for each person designated to have access to your firm's past performance evaluation(s) for the agreement no later than 60 days after award. Each person granted access will have the ability to provide comments in the Contractor portion of the report and state whether or not the Contractor agrees with the evaluation, before returning the report to the Assessing Official. The report information must be protected as source selection sensitive information not releasable to the public.

(d) When your Contractor Representative(s) (Past Performance Points of Contact) are registered in CPARS, they will receive an automatically-generated email with detailed login instructions. Further details, systems requirements, and training information for CPARS are available at <http://www.cpars.csd.disa.mil/>. The CPARS User Manual, registration for On Line Training for Contractor Representatives, and a practice application may be found at this site.

(e) Within 60 days after the end of a performance period, the Contracting Officer will complete an interim or final past performance evaluation and the report will be accessible at <http://www.cpars.csd.disa.mil/>. Contractor Representatives may then provide comments in response to the evaluation, or return the evaluation without comment.

Comments are limited to the space provided in Block 22. Your comments should focus on objective facts in the Assessing Official's narrative and should provide your views on the causes and ramifications of the assessed performance. In addition to the ratings and supporting narratives, blocks 1 – 17 should be reviewed for accuracy, as these include key fields that will be used by the Government to identify your firm in future source selection actions.

SECTION C CONTRACT TERMS AND CONDITIONS

If you elect not to provide comments, please acknowledge receipt of the evaluation by indicating "No comment" in Block 22, and then signing and dating Block 23 of the form. Without a statement in Block 22, you will be unable to sign and submit the evaluation back to the Government. If you do not sign and submit the CPAR within 60 days, it will automatically be returned to the Government and will be annotated: "The report was delivered/received by the contractor on (date). The contractor neither signed nor offered comment in response to this assessment." Your response is due within 60 calendar days after receipt of the CPAR.

(f) The following guidelines apply concerning your use of the past performance evaluation:

- (1) Protect the evaluation as "source selection information." After review, transmit the evaluation by completing and submitting the form through CPARS. If for some reason you are unable to view and/or submit the form through CPARS, contact the Contracting Officer for instructions.
- (2) Strictly control access to the evaluation within your organization. Ensure the evaluation is never released to persons or entities outside of your control.
- (3) Prohibit the use of or reference to evaluation data for advertising, promotional material, pre-award surveys, responsibility determinations, production readiness reviews, or other similar purposes.

(g) If you wish to discuss a past performance evaluation, you should request a meeting in writing to the Contracting Officer no later than seven days following your receipt of the evaluation. The meeting will be held in person or via telephone or other means during your 60-day review period.

(h) A copy of the completed past performance evaluation will be available in CPARS for your viewing and for Government use supporting source selection actions after it has been finalized.

C.9 INSPECTION AND ACCEPTANCE (AGAR 452.246-70) (FEB 1988)

The Contracting Officer or the Contracting Officer's duly authorized representative will inspect and accept the supplies and/or services to be provided under this agreement.

C.10 RESERVED

C.11 AFFIRMATIVE PROCUREMENT OF BIO BASED PRODUCTS UNDER SERVICE AND CONSTRUCTION CONTRACT (FAR 52.223-2) (SEPT 2013)

(a) In the performance of this contract, the contractor shall make maximum use of bio based products that are United States Department of Agriculture (USDA)-designated items unless—

- (1) The product cannot be acquired—
 - (i) Competitively within a time frame providing for compliance with the contract performance schedule;
 - (ii) Meeting contract performance requirements; or
 - (iii) At a reasonable price.

SECTION C
CONTRACT TERMS AND CONDITIONS

(2) The product is to be used in an application covered by a USDA categorical exemption (see 7 CFR 3201.3(e)). For example, all USDA-designated items are exempt from the preferred procurement requirement for the following:

- (i) Spacecraft system and launch support equipment.
- (ii) Military equipment, *i.e.*, a product or system designed or procured for combat or combat-related missions.

(b) Information about this requirement and these products is available at <http://www.biopreferred.gov>.

(c) In the performance of this contract, the Contractor shall—

(1) Report to <http://www.sam.gov>, with a copy to the Contracting Officer, on the product types and dollar value of any USDA-designated biobased products purchased by the Contractor during the previous Government fiscal year, between October 1 and September 30; and

(2) Submit this report no later than—

- (i) October 31 of each year during contract performance; and
- (ii) At the end of contract performance.

C.12 CONTRACTOR AUTHORIZED SIGNATURES

Contractor is to submit names, positions and contact information of all company individuals who are legally authorized to bind the company and sign contractual documents. Contractor is also required to advise and update the Contracting Officer whenever there are changes in these authorized individuals.

_____ Name	_____ Position/Title	_____ Phone
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Email

_____ Name	_____ Position/Title	_____ Phone
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Email

SECTION C
CONTRACT TERMS AND CONDITIONS

C.13 OPTION TO EXTEND SERVICES (FAR 52.217-8) (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 20 Days.

C.14 ECONOMIC PRICE ADJUSTMENT SPECIFIED FLIGHT RATE CONTRACTS

(a) NON-FUEL PORTION OF THE SPECIFIED FLIGHT RATE

Agreement rates will be established in accordance with the following to reflect increases or decreases in the cost of performance of the agreement work. The increases or decreases used in establishing the rates will be those indicated by the changes in the following price indexes: The Non-Fuel Portion of the Specified Flight rate will be affected by:

TABLE 6-PRODUCER PRICE INDEXES

1. Commodity Group 1423 --Aircraft Engines and Engine Parts
2. Commodity Group 1425 --Aircraft Parts and Auxiliary Equipment

AVERAGE OF PERCENT CHANGES X 100 PERCENT OF LAST ADJUSTED RATE

The new rate will be derived by multiplying the average of the percentage changes of (1) and (2) times the rate in effect for the year immediately prior to the year in which the renewal is effective. The result will be added to or subtracted from the existing rate to become the newly adjusted rate (rounded to the next dollar).

Base Rates: Commodity Group 1423: 227.7 Commodity Group 1425: 187.1

(b) FUEL PORTION OF THE SPECIFIED FLIGHT RATE

(1) During the entire agreement period of performance, flight rates will be adjusted to reflect increases and decreases to the prices of aviation fuel.

(2) For adjustment purposes, the baseline price of Jet A fuel is established at \$5.18 per gallon. The unit prices are the average price for aviation fuel based upon the National Fuel Survey located at http://www.fs.fed.us/fire/contracting/helicopters_exclu/helicopters_exclu.htm.

(3) The adjustment to the fuel portion of the flight rate shall be the average difference multiplied by the fuel consumption rates located in the solicitation/ agreement for the applicable aircraft type.

SECTION C CONTRACT TERMS AND CONDITIONS

4) An adjustment to the flight rate shall be made on May 16th of each agreement period, regardless of the variation in the fuel price to re-establish the baseline. Subsequent adjustments shall only be made if the fuel price is either 10% higher or lower than the unit price established when the last adjustment was made. The time-point where these adjustments would take place would be on July 16th and February 16th each year.

The adjustment to the fuel portion of the flight rate will be the determined variation amount multiplied by the fuel consumption rates found in **Exhibit 12, Helicopter Services Hourly Flight Rates, Fuel Consumption and Weight Reduction Chart** for the applicable aircraft type.

(c) PROJECT/OPTIONAL USE RATE

The Project/Optional use rate will not be adjusted. The Optional use rate will be in effect for each optional use period as bid in the schedule of items.

C.15 ECONOMIC PRICE ADJUSTMENT FOR EXTENDED STANDBY

The extended standby rate will be reviewed on an annual basis to ensure compliance with the Service Contract Act and an adjustment will be made if needed. The extended standby rate will be computed by taking the minimum wage rate from the Department of Labor Wage Determination (current at that time), for Nationwide Pilot, times 1.5 plus 20% for benefits, overhead and profit and rounded to the nearest dollar. If needed, adjusted rates will become effective annually on May 16th of each year.

C.16 ORDERING (FAR 52.216-18) (OCT 1995)

(a) Any supplies and services to be furnished under this agreement shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from date of agreement award through 48 months (if all Options are exercised by the Government).

(b) All delivery orders or task orders are subject to the terms and conditions of this agreement. In the event of conflict between a delivery order or task order and this agreement, the agreement shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

C.17 PERIOD OF PERFORMANCE (AGAR 452.211-74) (FEB 1988)

(a) Period of Performance is the date of initial agreement award through 48 months after the award date. Should subsequent Option to Extend Services be exercised, the period of performance may be extended for up to 6 (six) additional months. Overall, the total performance length of the agreement could come to 54 months if all available options were exercised.

**SECTION D
EXHIBITS**

D.1 LIST OF EXHIBITS

- Exhibit 1:** First Aid Kit Aeronautical
- Exhibit 2:** Survival Kit Aeronautical
- Exhibit 3:** Alaska
- Exhibit 4:** Restraint Systems Condition Inspection Guidelines
- Exhibit 5:** Additional Suppression/Prescribed Fire
- Exhibit 6:** High Visibility Markings on Main Rotor Blades
- Exhibit 7:** Reserved – (Additional Avionics Equipment)
- Exhibit 8:** Fuel Servicing Equipment Requirements
- Exhibit 9:** Operations and Safety Procedures Guide For Helicopter Pilots
- Exhibit 10:** Interagency Guidelines for Vertical Reference/External Load Training
- Exhibit 11:** Helicopter Make/Model/Series List
- Exhibit 12:** Helicopter Services Hourly Flight Rates, Fuel Consumption, and Weight Reduction Chart
- Exhibit 13:** Interagency Helicopter Load Calculation
- Exhibit 14:** Helicopter and Fuel Service Truck Pre-Use Checklist
- Exhibit 15:** Performance Report
- Exhibit 16:** Department of Labor Wage Determination
- Exhibit 17:** Reserved – (Supplemental Rappel Requirements – Equipment)
- Exhibit 18:** Contractor's Verification of Individual Helicopter Pilot Requirements and Experience for Initial Interagency Approval
- Exhibit 19:** "On Contract" Pilot Operational Training
- Exhibit 20:** Aircraft Mechanic (Helicopter) Qualification Form
- Exhibit 21:** Weight and Balance Form (Example)
- Exhibit 22:** Reserved – (Gross Computed Weight Table)
- Exhibit 23:** Performance by Government-Furnished Pilot
- Exhibit 24:** FAA Overwater Kit
- Exhibit 25:** Litter Kit Provisions and Litter
- Exhibit 26:** Reserved – (Aerial Ignition)
- Exhibit 27:** Reserved – (Law Enforcement Short Haul Special Mission Qualifications)
- Exhibit 28:** Public Aircraft Operations
- Exhibit 29:** Vendor-Contractor QA/Evaluation/Safety Checks
- Exhibit 30:** Reserved – (Night Flying Operations)
- Exhibit 31:** Safety Management System (SMS) Components Questionnaire and Accident History
- Exhibit 32:** Transportation Worksheet
- Exhibit 33:** Reserved – (Additional Telemetry Unit (ATU))

**SECTION D
EXHIBITS**

EXHIBIT 1 - FIRST AID KIT AERONAUTICAL (B.4)

Each kit shall be in a dust-proof and moisture-proof container. The kit shall be on board the aircraft and accessible to the occupants. The contents shall include the following minimum items:

Item Description	Passenger Seats (0 – 9)	Passenger Seats (10 – 50)
Adhesive bandage strips (3 inches long)	8	16
Antiseptic or alcohol wipes (packets)	10	20
Emergency trauma dressing, 4 inch x 2'	2	4
Triangular bandage, 40 inch (sling)	2	4
Roller bandage, 4 inch x 5 yards (gauze)	2	4
Adhesive tape, 1 inch x 5 yards (standard roll)	1	2
EMT trauma shears 5 1/2"	1	1
Body Fluids Barrier Kit:	1	1
▪ 2-pair of latex gloves		
▪ 1-face shield		
▪ 1-mouth-to-mouth barrier		
▪ 1-protective gown (optional)		
▪ 2-antiseptic towelettes		
▪ 1-biohazard disposal bag		
Combat Application Tourniquet (C-A-T) (optional)		

Note: Splints are recommended if space permits.

The kit's contents which have expiration dates shall not be acceptable if past their expiration dates.

**SECTION D
EXHIBITS**

EXHIBIT 2 - SURVIVAL KIT AERONAUTICAL (LOWER 48) (B.4)

The contents shall include the following minimum items:

Item	Item
Knife	Signal Mirror
Non-Marine Aerial Flares(6-each)	Matches (2-small boxes in waterproof containers)
Food (2-days @ a minimum 1,000 calories per day, emergency rations per occupant)	Water (1-quart per occupant) (not required when operating over areas with adequate drinking water)
Space Blanket (1-per occupant)	Candles
Collapsible Water Bag	Whistle
Magnesium Fire Starter	Nylon Rope or Parachute Cord (50-feet)
Water Purification Tablets	

Suggested Survival Kit Items Dependent Upon Terrain and Climate:

Item	Item
Container w/carrying Handle or Straps	Individual First Aid Kit
Large Plastic Bags	Signal Panels
Flashlight with Spare Batteries	Hand Saw or Wire Saw
Collapsible Shovel	Sleeping Bag (1-per two occupants)
Survival Manual (Arctic/Desert)	Snowshoes
Insect Repellant	Axe or Hatchet
Insect Head net (1-per occupant)	Collapsible fishing pole with an assortment of fishing tackle such as hooks, flies, lines, sinkers, etc.
	Consistent with AK equipment
Personal ELT	Sunscreen

Note: A hand-held 760 channel VHF transceiver radio is recommended. It should be attached, or immediately accessible, to a crewmember rather than placed in the aircraft survival kit.

The kit's contents which have expiration dates shall not be acceptable if past their expiration dates.

SECTION D EXHIBITS

EXHIBIT 3 - ALASKA (A.1, A.7, A.33)

The following provisions shall apply when operating in Alaska. All other provisions not expressly changed herein continue to apply.

NOTE: Contractors from the lower 48 dispatched to Alaska need to have insurance coverage for Alaska, in addition to having Operations Specifications that permit Alaska operations.

(a) General Equipment

Additional Equipment:

- (1) One set of approved Tundra Boards or Snow Pads with accompanying FAA certification.
- (2) Complete set of current aeronautical charts and navigation publications covering areas of operation within Alaska and Canada.
- (3) Survival kit:

All aircraft will carry survival equipment. Survival kits will contain at least the following items and additional items required by local regulation as is appropriate for local climate and terrain conditions.

The minimum equipment to be carried during the summer months:

Item	Item
Ax or hatchet (1), and Knife (1)	Water Purification Tablets
Magnesium Fire Starter	Mosquito repellant containing DEET
Whistle	Mosquito head net for each occupant
Signal Mirror	Candles (5 each)
Non-Marine Aerial Flares (6-each)	Space Blanket (1 per occupant)
Matches (2-small boxes in waterproof containers)	Nylon Rope or Parachute Cord (50-feet)
Food (Each occupant sufficient to sustain life for 1-week @ minimum of 1,000 calories per day)	Collapsible fishing pole with an assortment of fishing tackle such as hooks, flies, lines, sinkers, etc.

Personal Locator Beacon (PLB) (**Note:** required only if Aircraft ELT requires tools to be removed)

In addition to the above, the following shall be carried as minimum equipment from October 15 to April 1 of each year:

Item	Item
Pair of Snowshoes (1)	Sleeping bag per two occupants (1)
Wool blanket or equivalent for each occupant over 4-years of age (1)	

**SECTION D
EXHIBITS**

EXHIBIT 3 - ALASKA SUPPLEMENT (A.1, A.7, A.33) (Continued)

Note: A hand-held 760 channel VHF transceiver radio is recommended. It should be attached, or immediately accessible, to a crewmember rather than placed in the aircraft survival kit.

FUEL SERVICING VEHICLE SPECIFICATIONS

A fuel servicing vehicle and driver are not required.

The Government will furnish, transport, and store all aircraft fuel required at no expense to the Contractor.

Grades of Government-furnished fuel vary from location to location, and the Contractor shall use the grade available.

The appropriate type of fuel (Avgas or Jet fuel), in one of the following grades, will be available at each location:

Avgas	Jet Fuel
100	Jet A
100LL	Jet A-50
	Jet B
	Jet-4 or JP-5 or JP-8

All lubricating oil, parts, and supplies shall be furnished and transported by the Contractor to the assigned work location.

The Contractor shall furnish for each aircraft a portable hand or electrically-operated fuel pump, barrel stem, hoses, and filtration system for refueling in remote areas.

The filtration system shall include a unit which accomplishes water separation with positive shut-off. The size of the filtration system unit shall be compatible with pump size. One acceptable three-stage unit is FACET part number 050971. If this model FACET is used, the third stage monitor should be a Velcon part number CDF-210K which is rated to 10 GPM. Also acceptable are Velcon filter spin on 5 micron cartridges, part number 40505SP, rated to 13 GPM; or Velcon VF-31 with 1 micron cartridge element, part number ACO-21005B, rated to 15 GPM. All filtering components shall be changed annually or sooner if needed, and the date of the change shall be placarded on the canister.

Two complete spare filter changes shall be furnished by the Contractor.

AVAILABILITY OF MECHANICS –

The mechanic shall be present for all operations in Alaska. The mechanic shall accompany the helicopter to any assigned work location. The cost of the mechanic shall be included in the Daily Availability Rate.

**SECTION D
EXHIBITS**

EXHIBIT 3 - ALASKA SUPPLEMENT (A.1, A.7, A.33) (Continued)

(b) Payment for Availability

Operations in Alaska will be scheduled by the Government in accordance with flight time/duty time limitations. The schedule will not exceed:

SINGLE CREW: Maximum 14 hour per day PIC, or PIC and SIC.

DOUBLE CREW: Maximum 24 hours per day.

Measurement of availability will be reduced, as specified below, for each hour or portion thereof service is listed as unavailable to the Government. Single or double crew Periods of Unavailability will be accumulated for the day and posted on the Flight Use Invoice as actual clock unavailability. There will no longer be a need to round to the nearest quarter hour or reduce unavailability by 1/56.

Availability, as measured above, will be paid at the applicable rate appearing in the Schedule of Items

(c) Payment for Extended Standby is Applicable for Alaska assignments.

(d) Transporting of Relief Crew

(e) AIRCRAFT FUEL. The cost of fuel furnished by the Contractor in lieu of Government Furnished fuel while operating in Alaska will be reimbursed to the Contractor as provided below:

GENERAL: The Contractor shall not charge any fuel acquired under this agreement directly to the Government. All fuel not otherwise furnished by the Government must be paid by or charged to the Contractor. The purchase must be approved by the Contracting Officer. Fuel related costs shall be recorded as a line entry (i.e., date, fuel charge, dollar amount, and use-item code fuel charge [FC]), shall be summarized under "Other Charges/Credits" on the Aircraft Use Report (OAS-23), or Flight Use Invoice, and shall be supported by paid legible, itemized invoices from the supplier. Itemized receipts must support claims for reimbursement and must be kept on file by the contractor. Copies of receipts to be provided to the helicopter manager for review and approval but are not required to be submitted with the payment document Certified true copies may be submitted in lieu of the original invoice.

Government furnished fuel used by the Contractor for maintenance flights, repositioning aircraft, crew transportation, or any other flight for the convenience of the Contractor, will be deducted from amounts due the Contractor at the rate specified in the current Hourly Flight Rate Fuel Consumption and Weight Reduction Chart.

(f) Adjustment for Flight Rate. The flight rate will be reduced to reflect a dry rate by multiplying the fuel consumption for make and model of aircraft by current jet fuel price in the current Hourly Flight Rate Fuel Consumption and Weight Reduction Chart. Mobilization and demobilization will be at the wet rate. The dry rate will be effective upon the first Government-Furnished-Fueling.

**SECTION D
EXHIBITS**

EXHIBIT 3 - ALASKA SUPPLEMENT (A.1, A.7, A.33) (Continued)

FERRY FLIGHTS THROUGH CANADA. Flights through Canada will be paid at the wet rate.

(g) Payment for Transportation of Helicopter Fuel: Not applicable in Alaska

(h) Wage Determination in effect is the one provided in the solicitation

The kit's contents which have expiration dates shall not be acceptable if past their expiration dates.

EXHIBIT 4 - RESTRAINT SYSTEMS CONDITION INSPECTION GUIDELINES (B.4 (d) (8))

Federal Aviation Regulations require that occupant restraints systems are to be replaced in aircraft manufactured after July 1, 1951; such systems shall conform to standards established by the FAA. These standards are contained in Technical Standard Order TSO-C22g. Restraint system eligible for installation in aircraft may be identified by the marking TSO-C22g, TSO-C114 on the webbing, or by a military designation number since military systems comply with the strength requirements of the TSO. Aircraft manufacturer installed restraint systems with part numbers are acceptable. Each system shall be equipped with an approved metal-to-metal latching device.

Federal Aviation Regulations provide minimum inspection guidance, other than to state, that mildew and fraying may render the restraint system un-airworthy and that suspected webbing should be tested for tensile strength. The tensile strength requirement for a single person system is 525 pounds (most systems are rated at 1,500 pounds).

Unacceptable Condition Criteria:

Webbing	Hardware	Stitching	TSO Tags
Frayed (5%) Torn Crushed Swollen Creased Deteriorated	Inoperable Damaged Corroded Excessive Wear	Broken Excessive Wear Missing	Missing Illegible

References:

14 CFR 91.205
14 CFR 21.607
AC 21-34
TSO-C22g
TSO-C114

**SECTION D
EXHIBITS**

EXHIBIT 5 - ADDITIONAL SUPPRESSION/PREScribed FIRE EQUIPMENT (B.4 (d) (7), B.4 (d) (18), B.10 (e))

NOTE 1: For Tank Operations reference B.10 (e) (4)

NOTE 2: There will be NO on-board mixing of wildland fire chemicals on Forest Service owned, contracted, chartered or leased aircraft.

(a) Fixed Suppressant/Retardant Delivery Tank with Self-Filling Capability

One (1) externally/internally mounted, fixed suppressant/retardant delivery tank. With a capacity commensurate with the maximum related lifting capability of the helicopter equipped with the tank at sea level on a standard day, meeting or exceeding the following specification:

(1) Door(s)

The Tank door(s) shall be designed such that:

- (i) The frontal area of the retardant column is minimized.
- (ii) The door(s) does not appreciably deflect the retardant when fully opened.
- (iii) The tank and doors shall be leak proof, i.e. ½ gallon or less in a 24-hour period
- (iv) The doors shall be closeable in flight if the aircraft is not capable of landing with the door(s) open without damaging the door(s).

(2) Venting

- (i) The tank shall be vented so that no more than 0.25 PSI negative pressure will be created in the tank head space during the fastest drop sequence.
- (ii) The vent shall not leak during filling or normal flight maneuvers.

(3) Fill Port(s) (Not required for hover draft operations.)

- (i) The fill port shall be a 3-inch Kamlock® fitting (male) and shall be located on the right and left side of the aircraft.
- (ii) The fill port shall not leak or overflow during ground operations or during normal flight maneuvers.

(4) Controls (All controls for tank system shall be labeled as to function.)

- (i) The door open switch shall be the same switch that opens the water bucket.
- (ii) When required, the tank close switch shall be the same switch that closes the water bucket unless tank STC requires a different switch location.

**SECTION D
EXHIBITS**

EXHIBIT 5 - ADDITIONAL SUPPRESSION/PREScribed FIRE EQUIPMENT (B.4 (d) (7), B.4 (d) (18), B.10 (e)) (Continued)

(iii) All tanks shall be equipped with an independently controlled and operated emergency dump system enabling the entire load to be dropped in less than 6-seconds. This system shall use mechanical, pneumatic, or fluid pressure for operation.

(iv) Emergency systems operated by pneumatic or fluid pressure shall be isolated from the normal tank system pressure. Normal function or failure of the normal system shall not affect the emergency system pressure. Emergency systems dependent on normal operating aircraft or tank systems for initial charge shall have a pressure gauge or indicator readily visible to the crew. Emergency systems dependent on precharged bottles shall have a positive means of checking system charge during preflight.

(v) The primary emergency dump control shall be positioned within easy reach of the pilot and copilot while strapped in their respective seats. Electrically operated controls shall be wired direct to a source of power isolated from the normal aircraft electrical bus and protected by a fuse or circuit breaker of adequate capacity.

(5) Certifications

(i) Reserved

(ii) Weight and balance computations shall be made with the tank full, empty, and removed, showing the helicopter to remain within acceptable center of gravity limits at all times.

(iii) The tank shall accept filling at a rate sufficient to allow the tank to be filled to capacity in no more than 1-minute.

(6) For Type II helicopters

(i) Fixed Suppressant / Retardant Tank must be manufactured with an opening that allows use of the cargo hook for external load operations while tank is attached.

(ii) Extended Height landing gear that ensures a minimum of 12 inches clearance between the attached delivery tank and the level ground shall have an extended height access step or equivalent to provide a minimum of one step half the distance to the skid.

(7) For Type II Standard Category helicopters

(i) Snorkel will be removable.

(ii) Snorkel assembly will be Supplemental Type Certificated (STC) to allow for personnel transport with the snorkel in the stowed position during day time operations.

**SECTION D
EXHIBITS**

EXHIBIT 5 - ADDITIONAL SUPPRESSION/PREScribed FIRE EQUIPMENT (B.4 (d) (7), B.4 (d) (18), B.10 (e)) (Continued)

(8) Reserved (For Type I helicopters)

(i) Tanked aircraft will display the last three numbers/letters of the aircraft registration on both sides of the aircraft. Numbers/letters will be high visibility/contrasting colors and a minimum 32 inches high and 5 inches wide. Number placement on the aircraft sides should give high consideration to visibility from the ground. If there is a duplication in Aircraft Identifier for substitute aircraft and/or if a fixed external tank is replaced or moved to a different airframe, contact your CO for direction.

Example: N282CL will display 2CL

(b) Suppressant Equipment

(1) Remote Cargo Hook

(i) As a minimum, the remote cargo hook shall be completely disassembled and inspected with repairs made as required, lubricated, and a full-load operational check in accordance with manufacturer's recommendations.

(ii) All work shall be done in accordance with manufacturer's maintenance manuals, as applicable.

(2) Long-lines 150 feet (as applicable)

(i) Rotation resistant wire rope

(A) Rotation resistant wire rope with swaged fittings rated in accordance with ANSI Standards.

(B) Fabrication and installation methods shall be in accordance with aircraft and ANSI Standards.

(ii) Synthetic Long Line

(A) Helicopter synthetic long-lines shall be constructed from the HMWPE (High Molecular Weight Polyethylene Equipment) or HMPE (High Molecular Polyethylene Equipment) family of rope fibers including brand names such as Spectra® by Allied Signal or fibers with similar properties.

(B) Working or Rated Load

(1) The working or rated load of a rope is the maximum static load that will be lifted by the rope. Working loads are based on a percentage of the approximate breaking or ultimate strength of the rope when new and unused. The working load shall be appropriate to the lifting capability of the helicopter.

**SECTION D
EXHIBITS**

EXHIBIT 5 - ADDITIONAL SUPPRESSION/PREScribed FIRE EQUIPMENT (B.4 (d) (7), B.4 (d) (18), B.10 (e)) (Continued)

(2) For reference, lifting capability for each category of helicopter is as follows:

Type I (Heavy)	4,500 lbs to 30,000 lbs or greater
Type II (Medium)	1,600 lbs to 4,500 lbs
Type III (Light)	750 lbs to 1,600 lbs

(C) Factor of Safety

A factor of safety of 7 shall be used for helicopter synthetic long-lines. Therefore, all ropes shall have an ultimate strength of seven times the rated or working load. For example, if a Type II (Medium) helicopter line will have a working load of 4,500 pounds, the rope shall have strength, when new, of at least 31,500 pounds. Rope diameters will vary depending on strength and type of rope.

(D) Knots and Splices

Knots are not permitted in the synthetic long-line. Knots can decrease rope strength by as much as 50%. Splices may be used in the assembly of the long-line, but no mid-line splicing repairs may be done. Re-splicing at the end of the line is permitted only if the rope is in good condition, and the new splice is done per manufacturer's recommended splicing practices. Splices should always follow the manufacturer's recommended splicing practices.

(E) Maintenance and Inspections

Manufacturer's recommended maintenance and inspection procedures shall be complied with.

**SECTION D
EXHIBITS**

EXHIBIT 6 - HIGH VISIBILITY MARKINGS ON MAIN ROTOR BLADES (B.4 (d) (16))

Acceptable Paint Schemes

(a) Starting at blade tip, paint first 1/6th of blade length with gloss white. Paint second 1/6th of blade length with orange. Paint third 1/6th of blade length with gloss white. Paint next 1/3rd of blade length with orange. Paint remaining 1/6th of blade length with gloss white.

White	Orange	White		Orange		White	Hub	White		Orange		White	Orange	White
1/6	1/6	1/6		1/3		1/6		1/6		1/3		1/6	1/6	1/6

(b) One black and one white blade.

(c) Paint schemes previously approved under Interagency Fire and Aviation Agreement.

(d) Paint schemes and color variations specified by manufacturer in a service bulletin, instructions, or other manufacturer published document or text.

EXHIBIT 7 - RESERVED – (Additional Avionics Equipment)

**SECTION D
EXHIBITS**

EXHIBIT 8 - FUEL SERVICING EQUIPMENT REQUIREMENTS (B.4 (d) (21))

(a) General

- (1) An approved fuel servicing vehicle (FSV) (truck, pump-house, or trailer) shall be provided with each helicopter. The FSV shall be inspected annually and possess current USFS or USDI-OAS inspection documentation.
- (2) The fuel-servicing vehicle shall be capable of transporting fuel over rough mountainous terrain to include grades of up to 9%.
- (3) Fuel tank/chassis combinations must meet DOT requirements.
- (4) Fuel servicing vehicles shall be properly maintained, cleaned, and reliable. Tanks, plumbing, filters, and other required equipment shall be free of leaks, rust, scale, dirt, and other contaminants. Trailers used for storage and transport of fuel shall have an effective wheel braking system.
- (5) Spare filters, seals, and other components of the fuel-servicing vehicle filtering system shall be stored in a clean, dry area in the fuel service vehicle. A minimum of one set is required to be with the vehicle.
- (6) The fuel servicing vehicle tank capacity shall be sufficient to sustain 8-hours of flight (14-hours of flight when the aircraft is doubled crewed and required in the Schedule of Items). Barrels are not acceptable.
- (7) All tanks will be securely fastened to the vehicle frame in accordance with DOT regulations and shall have a sump or sediment settling area of adequate capacity to provide uncontaminated fuel to the filter.
- (8) A 10-gallon per minute filter and pump is the minimum size acceptable. Filter and pump systems sizes shall be compatible with the helicopter being serviced.
- (9) The filter manufacturer's Operating, Installation and Service Manual shall be with the FSV. Filters shall be changed in accordance with the filter manufacturer's manual, at a minimum of every 12-months, whichever is less, and documented. The filter vessel shall be placarded indicating filter change date and documented in service vehicle log.
- (10) Gasoline engine driven pumps shall be designed to pump fuel, have shielded or insulated ignition system, Forest Service approved spark arrestor muffler, and a metal shield between the engine and pump. Other exposed terminal connections shall be insulated to prevent sparking in the event of contact with conductive material.
- (11) FSV shall have deadman controls designed to allow operation while wearing gloves and be held for the time needed. A pistol grip deadman device at the end of the nozzle or an electronic control to stop the pump is acceptable.
- (12) FSV shall have most current version of the Emergency Response Guidebook (ERG) on FSV either electronic or hardcopy.

**SECTION D
EXHIBITS**

EXHIBIT 8 - FUEL SERVICING EQUIPMENT REQUIREMENTS (B.4 (d) (21)) (Continued)

(b) Equipment

(1) Each aircraft fuel servicing tank vehicle shall have two fire extinguishers, each having a rating of 20-B: C (more than 20 is acceptable) with one extinguisher mounted on each side of the vehicle. Extinguishers shall comply with NFPA 10 Standards for Portable Fire Extinguishers.

Note: FSV inspected after 1 January 2022 shall comply with the following:

Each FSV shall have two fire extinguishers, with one fire extinguisher mounted on each side. Extinguishers shall comply with NFPA 10 Standards for Portable Fire Extinguishers and each shall have a minimum rating of 40-B: C. Fire extinguishers with an A rating will not be acceptable.

(2) Fuel tanks shall be designed to allow contaminants to be removed from the sediment settling area.

(3) Only hoses compatible with aviation fuel shall be used for servicing. Hoses shall be kept in good repair. The hose shall be at least 50 feet in length, minimum of ½ the rotor diameter plus 20 feet for rapid refueling.

Note: FSV inspected after 1 January 2022 shall comply with the following:

(a) Aircraft fueling hose shall be removed from service after 10 years from date of manufacture.

(b) Aircraft fueling hose not placed into service within 2 years of the date of manufacture shall not be used.

(4) Fuel nozzle shall include a 100-mesh or finer screen (except for closed circuit systems), a dust protective device, and a bonding cable with clip or plug. No hold-open devices will be permitted.

(5) An accurate fuel-metering device for registering quantities in U.S. gallons of fuel pumped shall be provided. The meter shall be positioned in full view of the fuel handler while fueling the helicopter.

(6) Fuel servicing vehicle shall have adequate bonding cables.

(7) Fuel servicing vehicle shall comply with DOT and EPA requirements for transportation and storage of fuel, and shall carry sufficient petroleum product absorbent pads or materials to absorb or contain up to a 5-gallon petroleum product spill. The Contractor is responsible for proper disposal of all products used in the cleanup of a spill in accordance with the EPA, 40 CFR 261 and 262.

(8) All tank inlet ports, sump drains, and the fuel nozzle must be locked closed or stored inside locked compartments when not in use to preclude tampering, contamination, or improper drainage of the fuel supply.

**SECTION D
EXHIBITS**

EXHIBIT 8 - FUEL SERVICING EQUIPMENT REQUIREMENTS (B.4 (d) (21)) (Continued)

(c) Markings

- (1) Each fuel-servicing vehicle shall have "NO SMOKING" signs with 3-inch minimum letters visible from both sides and rear of vehicle.
- (2) Each vehicle shall also be conspicuously and legibly marked to indicate the nature of the fuel. The marking shall be on each side and the rear in letters at least 3 inches high on a background of sharply contrasting color such as Avgas by grade or jet fuel by type. Example: Jet-A white on black background.
- (3) All fuel servicing vehicles shall be placarded in accordance with 49 CFR 172.

(d) Filtering System (Three-Stage or Single-Stage is acceptable)

- (1) The first and third stage elements of a three-stage system and the elements of a single-stage system shall be new and installed by the Contractor during the annual inspection and witnessed by the Government Inspector, upon request.
- (2) The separator element (Teflon screen) of the three-stage system shall be inspected and tested as prescribed by the manufacturer during the inspection. The filter assembly shall be placarded with that data.
- (3) If equipped with a drain, the bottom of the filter assembly shall be mounted to allow for draining and pressure flushing into a container. If the unit is drained overboard, the fuel shall not come in contact with the exhaust system or the vehicle's wheels. If the unit is equipped with a water sight gauge, the balls shall be visible.

(4) Three-Stage (filter, water separator, monitor) System:

Fueling systems shall utilize a three-stage system such as a Facet Part Number 900442-GNG-220 for 20 gallon-per-minute (gpm) pump, or equal. A Facet Part Number 900443-GNG-210 for a 10 gallon-per-minute pump, or equal. An acceptable third-stage (monitor) unit is Velcon CDF-220 Series for 20-gpm flow or Velcon CDF-210E for 10 gpm systems.

(5) Single-Stage System or Three-in-One Filter Canister:

Fueling systems shall utilize a single element system such as a Velcon filter canister with Aquacon cartridge of a size compatible with pumps flow rate.

- (6) Differential pressure gauge(s) shall be installed and readable. Example: Velcon VF-61 canister with an ACO-51201C cartridge.

(e) Fuel Servicing

(1) General

**SECTION D
EXHIBITS**

EXHIBIT 8 - FUEL SERVICING EQUIPMENT REQUIREMENTS (B.4 (d) (21)) (Continued)

(i) The Contractor shall supply all aircraft fuel unless the Government exercises the option of providing fuel. All fuel provided by the Contractor will be commercial grade aviation fuel. Only fuels meeting the specifications of American Society for Testing and Materials (ASTM) D-1655 (Type Jet A, A-1 or B), MIL T-5624 (Grade JP-4 or JP-5) for turbine engine powered aircraft are authorized for use.

(ii) Fueling operations, including storage and handling, shall comply with the airframe and engine manufacturer's recommendations and all applicable FAA standards. NFPA Standard No. 407, Aircraft Fuel Servicing, shall be followed, except that no passengers may be on board during fueling operations.

(iii) The contractor shall ensure that they are in compliance with 40 CFR Part 112: Oil Pollution Prevention; Spill Prevention, Control, and Countermeasure Plan Requirements (SPCC). An SPCC plan is required for each fuel servicing vehicle used on this contract regardless of bulk storage container (tank) size.

(iv) Reserved

(2) Rapid Refueling

(i) There are two approved methods (CCR and Open Port) for fueling helicopters with engine(s) running.

(A) Closed Circuit Refueling (CCR). This method of refueling uses a CCR system designed to prevent spills, minimized fuel contamination, and prevent escape of flammable fuel vapors. Open port nozzle Emco Wheaton Model G457 or equivalent may be used in place of CCR system.

(B) Open Port. This method of refueling allows flammable fuel vapors to escape.

(ii) Rapid refueling of helicopters is permitted IAW NFPA 407 and the contractors approved rapid refueling plan. Rapid refueling authorization shall be annotated on the approval card. At a minimum the following requirements will be met:

(A) Rapid refueling is requested by the Government.

(B) The aircraft must be shut down after 4 hours of flight (Hobbs) time or 2 fuel cycles (whichever occurs first).

(C) Personnel providing onsite fire protection are briefed on the Contractor's rapid refueling procedures.

(D) Government personnel shall not refuel Contract aircraft unless the pilot requests Government assistance due to an emergency situation; or when the Government provides the fuel servicing system and dispensing personnel.

(E) The hose shall be at least 50 feet in length, minimum of ½ the rotor diameter plus 20 feet for rapid refueling.

**SECTION D
EXHIBITS**

EXHIBIT 8 - FUEL SERVICING EQUIPMENT REQUIREMENTS (B.4 (d) (21)) (Continued)

(F) No passengers may be on board during fueling operations.

(G) A copy of the contractors approved rapid refueling plan must be kept with FSV.

(f) Fuel Quality Control Procedures

Compliance with fuel quality control requirements is the responsibility of the contractor.

(1) Daily

Note 1: Individual clear glass one quart jars will be used for each sample port. Sample jars will be marked for each sample port and will be retained until the next sample is taken.

Note 2: After three consecutive samples from any port are taken without a clean sample, the FSV will be removed from service. An interagency FSV inspector must return the FSV to Contract Availability.

(i) Sample for and remove any contaminants from fuel tanks. A check will be performed each morning before the vehicle is moved, after every reloading of fuel, washing of equipment, and after a heavy rain or snowstorm.

(ii) Sample all filter/separator drain valves and check for contaminants.

(iii) Sample from open port fuel nozzle (downstream from filter). Any visual contaminants are not acceptable.

(2) During Helicopter Fueling Process

(i) Check sight gauge for water, if equipped

(ii) Visually monitor FSV for leaks.

(iii) Monitor differential pressure reading.

(3) Weekly

(i) With pump operating, pressure flush filter assembly. Continue flush operation until sample is clear, clean, and bright.

(ii) Sample from closed circuit nozzle for contaminants.

(iii) Check condition of covers, gaskets, and vents.

(iv) Inspect all fire extinguishers for broken seals, proper pressure, and recharge date. Replace as necessary.

**SECTION D
EXHIBITS**

EXHIBIT 8 - FUEL SERVICING EQUIPMENT REQUIREMENTS (B.4 (d) (21)) (Continued)

(v) Inspect hoses for abrasions, separations, or soft spots. Weak hoses will be replaced.

(4) Record Keeping. (Records shall be kept with the FSV) The fuel handler shall keep a record containing the following information: (as a minimum)

(i) Condition (clean, clear, bright, etc.) of fuel sample at:

(A) Nozzle

(B) Filter Sump

(C) Tank Sump

(ii) Differential pressure

(iii) Filter change (reason & date)

(iv) Record of source, location, when and quantity of fuel loaded into FSV

(v) Reserved

Note: When identified in Section A.12 as a required item, or when the Contractor elects to provide a P25 Digital VHF-FM Mobile Radio as optional for contract consideration, the below specifications shall be in effect.

(g) P25 Digital VHF-FM Mobile Radio

(1) A P25 Digital VHF-FM two-way mobile radio, with a matched broadband antenna (Antenna Specialists ASPR7490, Maxrad MWB5803, or equivalent), shall be installed in the fuel-servicing vehicle. The radio shall provide selection of analog wideband (25.0 kHz), analog narrowband (12.5 kHz), and P25 Digital narrowband (12.5 kHz), channel spacing on each channel operating from 150 MHz to 174 MHz. The radio shall be frequency-synthesized, equipped with a CTCSS sub-audible tone encoder having a minimum of 32 selectable tones meeting the current TIA/EIA-603 standard, and develop a minimum of 30 watts nominal output power.

(2) Transceivers shall be set to operate in the narrowband mode unless local requirements dictate otherwise. All radios must have the ability to be programmed in the field by the radio operator without the aid of a computer or the services typically found in a radio shop.

(3) The use of appropriate VHF-FM portable radios with suitable output power booster units is permissible. See the below VHF-FM Portable Radio section for portable radio requirements.

(4) Approved P25 digital radios are listed at <http://www.nifc.gov/NIICD/documents.html>.

**SECTION D
EXHIBITS**

EXHIBIT 8 - FUEL SERVICING EQUIPMENT REQUIREMENTS (B.4 (d) (21)) (Continued)

Note 1: It is highly recommended that a programming "cheat sheet" accompany the fuel servicing vehicle.

Note 2: When identified in Section A.12 as a required item, or when the Contractor elects to provide a P25 Digital VHF-FM Portable Radio as optional for contract consideration, the below specifications shall be in effect.

(h) P-25 Digital VHF-FM Portable Radio

(1) A P25 Digital VHF-FM two-way portable radio operating from 150 MHz to 174 MHz. The radio shall provide selection of analog wideband (25.0 kHz), analog narrowband (12.5 kHz), and P25 Digital narrowband (12.5 kHz) channel spacing on each channel. The radio shall be frequency-synthesized, equipped with a CTCSS sub-audible tone encoder having a minimum of 32 selectable tones meeting the current TIA/EIA-603 standard, and develop a minimum of 1 watt nominal output power but no more than 10 watts nominal output power. Modified or Family Service Radios (FSR) are not acceptable.

(2) Transceivers shall be set to operate in the analog narrowband mode unless local requirements dictate otherwise. All radios must have the ability to be programmed in the field by the radio operator without the aid of a computer or the services typically found in a radio shop.

(3) When the above Fuel Service Vehicle Radio requirement is met with the use of a VHF-FM portable radio with output power booster, that portable VHF-FM radio may be used to comply with this section as long as the portable radio complies with all specified VHF-FM Portable Radio requirements. The VHF-FM portable radio used in the fuel service vehicle must be removable and still operate as a portable radio.

(4) At least two fully charged batteries per radio are required at the beginning of each shift when using rechargeable batteries. The contractor supplied batteries must operate the portable radio throughout the shift. It is highly recommended that all portable radios utilize an AA alkaline battery clamshell. A source of 115 VAC power may not be available for rechargeable batteries.

Note: It is highly recommended that a programming "cheat sheet" accompany the VHF-FM portable radio. Additionally, the radio should have a carrying case or chest pack carrier and utilize AA batteries.

(5) Approved P25 digital radios are listed at <http://www.nifc.gov/NIICD/documents.html>.

**SECTION D
EXHIBITS**

EXHIBIT 9 - OPERATIONS AND SAFETY PROCEDURES GUIDE FOR HELICOPTER PILOTS

It is important for Agreement pilots to be familiar with the Agreement specifications. See Forest Service website: http://www.nifc.gov/aviation/av_documents/av_helicopters/SafetyBrief.pdf

Pilot operation briefings will emphasize the following areas:

- (1) Pilot Authority and Responsibility
- (2) Helicopter Management
- (3) Operational Requirements
- (4) Operating Limitations and Weather Requirements
- (5) FM Radio and GPS Operations
- (6) Flight Following and Flight Plans
- (7) Incident Airspace
- (8) Knowledge and Procedure Overview
- (9) Regional Procedures
- (10) Reference Web Sites
- (11) Pilot Certification
- (12) Verification of Long-Line and/or Snorkel Training
- (13) Flight Hour requirements and experience verification
- (14) Required documentation for pilot carding

**SECTION D
EXHIBITS**

**EXHIBIT 10 - INTERAGENCY GUIDELINES FOR VERTICAL REFERENCE/EXTERNAL LOAD
TRAINING (B.12 (f) (1))**

National Interagency Helicopter Standards require that contractors develop a Vertical Reference / External Load Training Syllabus and that agreement pilots receive this training before applying for Agency Special Use approval. Each agreement pilot must have a current proficiency endorsement from the company's chief pilot in order to qualify for a Flight Evaluation by an Interagency Helicopter Inspector Pilot.

The Applicant has demonstrated VTR proficiency with a 150' long-line by:

- (1) Exhibiting knowledge of the elements of vertical reference / external load operations.
- (2) Performing a thorough preflight briefing of ground personnel to include hookup procedures, signals, and pilot and ground personnel actions in the event of an emergency or hook malfunction.
- (3) Visually determining that the cargo hook(s) and cables are installed properly and that electrical and manual releases are functioning properly.
- (4) Ascending vertically using vertical reference techniques while centered over the load until the load clears the ground, then maintain a stable hover with a load 10 feet (+ - 5-feet) above the ground for 30 seconds. (The applicant should insure that the long-line does not become tangled on external parts of the helicopter).
- (5) Controlling the hook movement and stopping load oscillations while in a hover.
- (6) Maintaining positive control of the load throughout the flight while maintaining specified altitude within 50 feet, airspeed within 10 knots, and heading within 10 degrees.
- (7) Maintaining the proper approach angle and rate of closure to establish an out-of-ground effect hover with the load 10 feet above the ground (+ -5 feet) for 30 seconds and then placing the load within a 10-foot radius of the specified release/touchdown point.
- (8) Maintaining the proper approach angle and rate of closure to establish an out-of-ground effect hover within a confined area with the load 10 feet above the ground (+ - 5 feet) for 30 seconds and then placing the load within a 10-foot radius of the specified release/touchdown point.

NAME: _____ CERT NO: _____ ☐ INITIAL ☐ RECURRENT
(Check One)

I certify that the above listed pilot has completed training as outlined in the National Interagency Helicopter Standards and meets the currency and performance requirements of this company's Vertical Reference / External Load Training Manual and recommend him/her for evaluation.

CHIEF PILOT: _____ COMPANY: _____
Printed Name

CHIEF PILOT: _____ DATE: _____
Signature

**SECTION D
EXHIBITS**

**EXHIBIT 10 - INTERAGENCY GUIDELINES FOR VERTICAL REFERENCE/EXTERNAL LOAD
TRAINING (B.12 (f) (1)) (Continued)**

National Interagency Helicopter Standards require that contractors develop a Vertical Reference training syllabus for pilots who fly helicopters with a fixed tank and snorkel and that agreement pilots receive initial and recurrent training before applying for agency Special Use approval. Each agreement pilot shall have a current proficiency endorsement from the company's chief pilot in order to qualify for a Flight Evaluation Check by an Interagency Helicopter Inspector Pilot.

**VERTICAL REFERENCE GUIDELINES FOR HELICOPTERS USING A FIXED TANK WITH
SNORKLE**

The pilot shall demonstrate proficiency with the snorkel by:

- Exhibiting knowledge of the elements of vertical reference operations.
- Performing a thorough preflight of the tank and snorkel
- Establishing a hover before takeoff by ascending vertically using vertical reference techniques while not dragging the snorkel.
- Establishing and maintaining the proper approach angle and rate of closure to establish a 5 foot snorkel height above the porta-tank and then lowering the snorkel into the tank. Maintain a stable hover for 30 seconds. Ascend vertically while keeping the snorkel clear of the edges of the tank until the snorkel is at least five (5) feet above the tank. Transition to forward flight without allowing the snorkel to settle back into the tank,

OR

- Establishing and maintaining a proper approach angle and rate of closure to establish a 5 foot snorkel height above the ground and over a circle of 8 to 10 feet in diameter. The circle shall be marked by paint or other easily identifiable material. From a stable hover, lower the aircraft until the snorkel head is touching the ground. Execute a 360 degree turn (left or right) while maintaining the snorkel head in contact with the ground within the circle and not allowing any part of the snorkel hose to touch the outside of the circle. The maneuver should be completed in 90-120 seconds,

AND

- Perform a landing while placing the main landing gear in a 6 foot diameter circle.

NAME: _____ CERT NO: _____ ☐ INITIAL ☐ RECURRENT
(Check One)

I certify that the above listed pilot has completed training as outlined in the National Interagency Helicopter Standards and meets the currency and performance requirements of this company's Vertical Reference / External Load Training Manual and recommend him/her for evaluation.

CHIEF PILOT: _____ COMPANY: _____
Printed Name

CHIEF PILOT: _____ DATE: _____
Signature

**SECTION D
EXHIBITS**

EXHIBIT 11 - HELICOPTER MAKE/MODEL/SERIES LIST (B.21 (b))

Grouping of like makes and models of aircraft allows determination of pilot authority. Differences training shall be completed for each of the makes/models in a grouping. Make/model qualification and currency are met with time flown in any aircraft in grouping.

When make/model/series currency is specified in the procurement document, only that specific make/model/series may be used to determine currency.

Make	Model
Agusta	A-119
Agusta	AW-139
Bell	47 Series (All Recips)
Bell	47Series (Soloy)
Bell	206A, 206B, 206B3
Bell	206L, 206L1, 206L3, 206L4
Bell	407
Bell	204, 205, 210, Eagle Single, UH-1, All Series
Bell	212, 412
Bell	214
Boeing	BV-107-II, KV-107-II
Boeing	BV-234, CH-47
Boeing	369 (500) Series
Boeing	MD-600N
Boeing	MD-900, 902
Enstrom	28 Series
Eurocopter	SA-315, SA-316, SA-319 (Alouette/Lama)
Eurocopter	SA-318
Eurocopter	AS 350 Series (A-star)
Eurocopter	AS-355 Series (Twin Star)
Eurocopter	SA-341 (Gazelle)
Eurocopter	SA-360
Eurocopter	SA-365 (Dauphin)
Eurocopter	SA-330, AS-332 (Puma)
Eurocopter	MBB-105 Series
Eurocopter	BK-117 Series
Eurocopter	EC-145
Eurocopter	EC-135
Eurocopter	EC-120
Eurocopter	BO-105
Hiller	12 Series (Recips)
Hiller	12 Series (Soloy)
Hiller	FH-1100
Hughes/Schweizer	269 (300) Series (Recips)
Schweitzer	330
Sikorsky	S-55, H-19 (Recip), S-55T
Sikorsky	S-58, H-34 Series (Recip), S-58T Series
Sikorsky	S-62
Sikorsky	S-61 Series, SH-3
Sikorsky	S-64, CH-54
Sikorsky	CH-53
Sikorsky	S-76 Series
Sikorsky	S-70, Uh-60 Series

**SECTION D
EXHIBITS**

**EXHIBIT 12 - HELICOPTER SERVICES HOURLY FLIGHT RATES, FUEL CONSUMPTION,
AND WEIGHT REDUCTION CHART (A.1, A.3 (a), B.10 (a) (6), B.32 (b) (3), B.36 (b))**

FOR CONTRACTS AWARDED 2018 - 2021 (CWN/Exclusive Use) – Effective July 16, 2019 (For Contracts Awarded 1/1/2018 and After)

COMPANY	AIRCRAFT TYPE	FUEL CONSUMPTION (gal/hr)	MAY 16, 2019 HOURLY FLIGHT RATE (\$/HR)	LOAD CALCULATION Weight Reduction (lbs)
AEROSPATIALE	SA-315B	58	\$1,987.26	180
	SA-316B	58	\$1,987.26	170
	SA-318C	45	\$1,874.67	80
	SA-319B	45	\$1,876.40	150
	AS-330J	179	\$4,843.74	N/A
	AS 332L1	160	\$4,248.53	N/A
	SA-341G	45	\$1,887.02	170
	AS-350B	45	\$1,214.45	130
	AS-350BA	45	\$1,208.46	130
	AS-350B-1	46	\$1,215.43	160
	AS-350B-2	48	\$1,205.13	160
	AS-350B-3	50	\$1,245.59	175
	AS-350D	38	\$1,153.70	130
	AS-355F-1/355F-2	58	\$1,425.67	140
	AS-365N-1	87	\$2,367.90	275
	EC-120	31	\$880.86	NOT ESTABLISHED
	EC 130-B4	53	\$1,236.44	NOT ESTABLISHED
	EC-135	64	\$1,453.94	220
	EC 145	80	\$2,003.88	NOT ESTABLISHED
	EC 155B1	95	\$2,473.69	NOT ESTABLISHED
	EC 225	183	\$4,195.33	NOT ESTABLISHED
BELL:	47/SOLOY	23	\$770.30	120
	204B (UH-1 Series)	86	\$1,957.88	200
	204 Super B	90	\$1,982.72	200
	205A-1	88	\$1,935.40	260
	205A-1++	90	\$1,947.82	260
	206B-II	25	\$914.16	100
	206B-III	27	\$926.58	130
	206L-1	32	\$1,105.11	150
	206L-3/L-1 (C30P)	38	\$1,134.12	180
	206L-4	38	\$1,134.12	180
	210	90	\$1,947.82	260
	212 Single (Eagle)	90	\$2,065.10	260
	212/212HP	100	\$2,245.90	390
	214B	160	\$3,377.26	380
	214B1	145	\$3,171.88	380
	214ST	133	\$3,958.07	420
	222A	70	\$2,368.96	NOT ESTABLISHED
	222B	83	\$2,449.68	NOT ESTABLISHED
	222UT	83	\$2,449.68	NOT ESTABLISHED
**REV 6-17-19	407	44	\$1,178.88	155
	412	110	\$2,346.97	390
	412HP	110	\$2,346.97	390
	429	73	\$1,653.89	N/A
	UH-1B	86	\$1,922.99	N/A
	UH-1B Super	88	\$1,935.40	N/A
	UH-1F	88	\$1,987.28	N/A
	UH-1H (-13 engine)	88	\$1,935.40	N/A
	UH-1H (-17 engine)	90	\$1,947.82	N/A
	TH-1L	88	\$1,935.40	N/A
BOEING:	BV-107/CH 46	180	\$4,379.69	N/A
	BV-234/CH 47	405	\$7,643.19	N/A
HILLER:	SL-3/4	20	\$729.55	90
	H-1100B	22	\$903.33	130
	UH-12/SOLOY	23	\$829.92	100
KAMAN:	H43-F	85	\$1,747.10	N/A
	K-1200	86	\$2,206.91	N/A
LEONARDO	AW 119 KOALA	55	\$1,346.25	230
HELICOPTERS:	AW 139	129	\$2,925.95	335
	EH 101	211	\$5,739.96	NOT ESTABLISHED
MBB:	BO 105CBS	55	\$1,523.67	180
	BK 117	77	\$1,992.41	160
McDONNELL-	500C	23	\$986.20	110
DOUGLAS:	500D/E	28	\$997.09	120
	520N	32	\$1,032.98	100
	530F	34	\$1,096.23	120
	600N	41	\$1,246.40	155
	900/902	69	\$1,646.18	210
SIKORSKY:	CH 53D	425	\$7,506.24	N/A
	**REV 6-4-19 CH 54A/S 64E	506	\$7,945.30	N/A
	**REV 6-4-19 CH 54B/S 64F	522	\$7,945.30	N/A
	S-55T	47	\$1,268.32	170
	S-58D/E	83	\$2,089.32	N/A
	S-58T/PT6T-3	115	\$2,770.96	400
	S-58T/PT6T-6	115	\$2,770.96	460
	H-3/S-61 All Series	170	\$4,492.47	550
	S-62A	70	\$1,524.95	300
	S-70/UH 60	160	\$4,230.80	N/A
	S-76C+	88	\$2,635.90	NOT ESTABLISHED
	S-92	178	\$4,089.17	NOT ESTABLISHED
AVERAGE GALLON PRICE:		JET FUEL:	\$5.18	

**SECTION D
EXHIBITS**

**EXHIBIT 13 - INTERAGENCY HELICOPTER LOAD CALCULATION (A.3, B.10 (a) (5),
B.10 (b) (2))**

Vendors shall use Computed Gross Weight for load calculation purposes for submitting proposals. For field operations use current temperature and elevation for performance planning purposes.

An Out of Ground (OGE) power check will be performed for either the takeoff or landing, whichever is most restrictive. Refer to Tech Bulletin No. IATB 17-01, dated November 10, 2016. Bulletins can be found at: http://www.fs.fed.us/fire/av_safety/promotion/Technical_Bulletins/index.html.

Instructions

A load calculation must be completed daily. A new calculation is required when operating conditions change ($\pm 1000'$ in elevation or $\pm 5^{\circ}\text{C}$ in temperature) or when the Helicopter Operating Weight changes (such as changes to the Equipped Weight, changes in flight crew weight or a change in fuel load).

All blocks must be completed. Pilot must complete all header information and Items 1-13. Helicopter Manager completes Items 14 & 15.

1. DEPARTURE – Name of departure location and current Pressure Altitude (PA, read altimeter when set to 29.92) and Outside Air Temperature (OAT, in Celsius) at departure location.
2. DESTINATION – Name of destination location and PA & OAT at destination. If destination conditions are unknown, use MSL elevation from a map and Standard Lapse Rate of $2^{\circ}\text{C}/1000'$ to estimate OAT.

Check the box in Line 1 (Departure) or Line 2 (Destination) to indicate the most restrictive values used to obtain Computed Gross Weight in Line 7b.

3. HELICOPTER EQUIPPED WEIGHT – Equipped Weight equals the Empty Weight (as listed in the Weight and Balance Data) plus the weight of lubricants and onboard equipment required by agreement (i.e. survival kit, rappel bracket).
4. FLIGHT CREW WEIGHT – Weight of the Pilot and any other assigned flight crewmembers on board (i.e. Co-pilot, flight engineer, navigator) plus the weight of their personal gear to include PFD's.
5. FUEL WEIGHT – Number of gallons onboard X the weight per gallon (Jet Fuel = 7.0 lbs/gal; AvGas = 6.0 lbs/gal)
6. OPERATING WEIGHT – Add items 3, 4 and 5.

7a. PERFORMANCE REFERENCES – List the specific Flight Manual supplement and hover performance charts used to derive Computed Gross Weight for Line 7b. Separate charts may be required to derive HIGE, HOGE and HOGE-J. HIGE: use Hover-In-Ground-Effect, External/Cargo Hook Chart (if available). HOGE & HOGE-J: use Hover-Out-Ground-Effect charts for all HOGE operations.

**SECTION D
EXHIBITS**

**EXHIBIT 13 - INTERAGENCY HELICOPTER LOAD CALCULATION (A.3, B.10 (a) (5),
B.10 (b) (2)) (Continued)**

7b. COMPUTED GROSS WEIGHT - Compute gross weights for HIGE, HOGE and HOGE-J from appropriate Flight Manual hover performance charts using the Pressure Altitude (PA) and temperature (OAT) from the most restrictive location, either Departure or Destination. Check the box in Line 1 (Departure) or Line 2 (Destination) to indicate which values were used to obtain Computed Gross Weight.

8. WEIGHT REDUCTION – The Government Weight Reduction is required for all “non-jettisonable” loads. The Weight Reduction is optional (mutual agreement between Pilot and Helicopter Manager) when carrying jettisonable loads (HOGE-J) where the pilot has total jettison control. The appropriate Weight Reduction value, for make & model, can be found in the current helicopter procurement document (agreement).

9. ADJUSTED WEIGHT – Line 7b minus Line 8.

10. GROSS WEIGHT LIMITATION – Enter applicable gross weight limit from Limitations section of the basic Flight Manual or the appropriate Flight Manual Supplement. This may be Maximum Gross Weight Limit for Take-Off and Landing, a Weight/Altitude/Temperature (WAT) limitation or a Maximum Gross Weight Limit for External Load (jettisonable). Limitations may vary for HIGE, HOGE and HOGE-J. Refer to Tech Bulletin No. 2011-03, dated September 14, 2011. Bulletins can be found at:

http://www.fs.fed.us/fire/av_safety/promotion/Technical_Bulletins/index.html

11. SELECTED WEIGHT – The lowest weight, either line 9 or 10, will be entered for all loads. Applicable limitations in the Flight Manual must not be exceeded.

12. OPERATING WEIGHT – Use the value entered in Line 6.

13. ALLOWABLE PAYLOAD – Line 11 minus Line 12 is the maximum allowable weight (passengers and/or cargo) that can be carried for the mission. Allowable Payload may differ for HIGE, HOGE and HOGE-J.

14. PASSENGERS AND/OR CARGO – Enter passenger names and weights and/or type and weights of cargo to be transported. Include mission accessories, tools, gear, baggage, etc. A separate manifest may be used.

15. ACTUAL PAYLOAD – Total of all weights listed in Item 14. Actual payload must not exceed Allowable Payload for the intended mission profile, i.e. HIGE, HOGE or HOGE-J.

Both Pilot and Helicopter Manager must review and sign the form. Check if HazMat is being transported. Manager must inform the pilot of type, quantity and location of HazMat onboard.

**SECTION D
EXHIBITS**

**EXHIBIT 13 - INTERAGENCY HELICOPTER LOAD CALCULATION (A.3, B.10 (a) (5),
B.10 (b) (2)) (Continued)**

INTERAGENCY HELICOPTER LOAD CALCULATION OAS-67/FS 5700-17 (11/03)				MODEL	
				N#	
PILOT(S)				DATE	
MISSION				TIME	
1	DEPARTURE	PA	OAT		
2	DESTINATION	PA	OAT		
3	HELICOPTER EQUIPPED WEIGHT				
4	FLIGHT CREW WEIGHT				
5	FUEL WT (_____ gallons X _____ lbs per gal)				
6	OPERATING WEIGHT (3 + 4 + 5)				
		Non-Jettisonable		Jettisonable	
		HIGE	HOGE	HOGE-J	
7a	PERFORMANCE REF (List page/chart from FM)				
7b	COMP GROSS WT (FM Performance section)				
8	WT REDUCTION (Req for all Non-Jettisonable)				
9	ADJUSTED WEIGHT (7b minus 8)				
10	GROSS WT LIMIT (FM Limitations Section)				
11	SELECTED WEIGHT (Lowest of 9 or 10)				
12	OPERATING WEIGHT (From Line 6)				
13	ALLOWABLE PAYLOAD (11 minus 12)				
14	PASSENGERS/CARGO MANIFEST				
15	ACTUAL PAYLOAD (Total of all weights listed in item 14) Line 15 must not exceed Line 13 for the intended mission				
PILOT SIGNATURE					HazMat Yes___ No___
MGR SIGNATURE					



**SECTION D
EXHIBITS**

EXHIBIT 14 - HELICOPTER AND FUEL SERVICE TRUCK PRE-USE CHECKLIST




GENERAL					
Date:	Aircraft Make/Model:		N #:		
Vendor:					
Pilot(s) Name(s):					
Card Expiration Date(s):					
Pilot(s) Carded For Intended Mission(s)? <input type="checkbox"/> Yes <input type="checkbox"/> No					
A/C Card Expiration Date:		A/C Carded For Intended Missions: <input type="checkbox"/> Yes <input type="checkbox"/> No			
Departure Base:		Departure Hobbs Reading:		Arrival Hobbs Reading:	
Copy of Contract on Board Aircraft: <input type="checkbox"/> Yes <input type="checkbox"/> No HazMat HB/Exemption/ERG: <input type="checkbox"/> Yes <input type="checkbox"/> No					
<input type="checkbox"/> Fire shelter training documentation on site (each vendor personnel)					
<input type="checkbox"/> Fire shelter on FSV, Aircraft and Maintenance Pod (1 for each vendor personnel)					
LOGBOOK REVIEW					
50/100-Hr., Progressive, Or Other Inspection Program Up-To-Date: <input type="checkbox"/> Yes <input type="checkbox"/> No					
Entries Indicating Damage To Aircraft: <input type="checkbox"/> Yes <input type="checkbox"/> No					
Form HCM-5 "Turbine Engine Performance Analysis" Onboard Aircraft: <input type="checkbox"/> Yes <input type="checkbox"/> No					
Power Check Completed/Results Satisfactory: <input type="checkbox"/> Yes <input type="checkbox"/> No					
Comments:					
CONDITION OF HELICOPTER					
Item	OK	Document Inoperable Or Damaged Equipment (Dents, Tears, Leaks, Etc.)			
Skin and Exterior					
Windows					
Doors					
Upholstery					
Cargo Compartment					
Skids/Wheels					
Fixed Tank					
Other					
Comments:					
REQUIRED HELICOPTER EQUIPMENT INSTALLED AND OPERATIVE (CONSULT CONTRACT)					
Item	Yes	No	Item	Yes	No
Seat Belts and Harnesses			Strobe Light(s)		
Hi-Visibility Paint on Main Rotor Blades			Survival Kit		
VHF-FM Radio			First Aid Kit		
VHF-AM 760 Channel			Fire Extinguisher(s)		
Auxiliary Radio Adapter			Cargo Hook		
GPS			Convex Mirror		
High Skid Gear			Buckets (Appropriate Sizes)		
Nine-Pin Connector (Type II and III Helicopters)			Anti-Theft Security Measures in Place		
Comments:					
REQUIRED SERVICE TRUCK EQUIPMENT INSTALLED AND OPERATIVE (CONSULT CONTRACT)					
Item	Yes	No	Item	Yes	No
Spare Set of Filters			Filter Change Data Placarded		
Fire Extinguisher(s) Current Inspection			Bonding Cables		
Hazmat Marking and Placards			Fuel Quality Control Log		
Inspection Sticker			Absorbent Materials for Spills		
Beginning Odometer Reading:					
Comments:					
Signature of Inspecting Govt. Representative & Pilot			Print Name		Date

SECTION D
 EXHIBITS




EXHIBIT 15 - PERFORMANCE REPORT

<input type="checkbox"/> U.S. FOREST SERVICE INCIDENT SUPPORT BRANCH 3833 S. DEVELOPMENT AVE BOISE, IDAHO 83705-5354 Phone 208-387-5665 Fax 208-387-5384		<input type="checkbox"/> U.S. DEPARTMENT OF INTERIOR IBC ACQUISITION SERVICES 300 E MALLARD DR SUITE 200 BOISE, ID 83706 Phone 208-433-5026 Fax 208-433-5030		EVALUATION REPORT ON CONTRACTOR PERFORMANCE *****CPARS Compatible Format***** SOURCE SELECTION INFORMATION NOT FOR PUBLIC RELEASE (see FAR 3.104 & 42.1503)	
		Email to: SM.FS.cwn_cpars@usda.gov			
AGENCY / USER				CONTRACT NO.	
ADDRESS				CONTRACTOR	
CITY / STATE / ZIP				PERIOD OF PERFORMANCE	FROM TO
CONTRACT COR				LOCATION OF PERFORMANCE	
PROGRAM TITLE		AIRCRAFT FLIGHT SERVICES: <input type="checkbox"/> AIRPLANE <input type="checkbox"/> HELICOPTER <input type="checkbox"/> AIR TANKER <input type="checkbox"/> OTHER – specify			
		AIRCRAFT TYPE			
CONTRACT EFFORT DESCRIPTION (check all that apply)		<input type="checkbox"/> EXCLUSIVE USE <input type="checkbox"/> CALL WHEN NEEDED <input type="checkbox"/> FIRE MANAGEMENT <input type="checkbox"/> RESOURCE <input type="checkbox"/> MAINTENANCE <input type="checkbox"/> OTHER MISSION – specify:			
INSTRUCTIONS: This form can be completed on the computer or printed and completed by hand. Use the mouse to navigate. To check or uncheck a box, 'double click' the box. If further direction is required on how to complete this evaluation or where to submit it, please contact your Contracting Officer. Comment boxes are formatted to automatically wrap the entered text. Check the box that best describes the level in which the Contractor supported the area described. Comments are essential and must substantiate your rating selection. N/A = not applicable. If additional space is required, use page 2 of the form or attach additional page(s). SEE PAGE 4 FOR EVALUATION RATINGS DEFINITIONS					
1. Quality. Contractor was professional and conformed to contract requirements. Was capable, efficient and effective in supporting the programs of this contract. Provided well maintained equipment and highly qualified personnel.					
<input type="checkbox"/> N/A <input type="checkbox"/> Exceptional <input type="checkbox"/> Very Good <input type="checkbox"/> Satisfactory <input type="checkbox"/> Marginal <input type="checkbox"/> Unsatisfactory					
COMMENTS: 					
2. Schedule. Contractor was prepared and available to begin work on contract start date and provided daily coverage during the contract period with little to no disruption or unavailability. Contractor kept COR informed of crew exchanges, maintenance issues, etc.					
<input type="checkbox"/> N/A <input type="checkbox"/> Exceptional <input type="checkbox"/> Very Good <input type="checkbox"/> Satisfactory <input type="checkbox"/> Marginal <input type="checkbox"/> Unsatisfactory					
COMMENTS: 					

**SECTION D
EXHIBITS**

3. Cost Control. How well does the contractor control operating costs? (Check N/A if this is a Firm Fixed price or Firm Fixed Price with Economic Price Adjustment contract)
<input type="checkbox"/> N/A <input type="checkbox"/> Exceptional <input type="checkbox"/> Very Good <input type="checkbox"/> Satisfactory <input type="checkbox"/> Marginal <input type="checkbox"/> Unsatisfactory
COMMENTS: 
4. Management. Contractor and on-site representatives were professional, well qualified, and committed to customer satisfaction and safety of operations. Contractor provided necessary support for key personnel and if applicable, took necessary action to correct or replace any personnel.
<input type="checkbox"/> N/A <input type="checkbox"/> Exceptional <input type="checkbox"/> Very Good <input type="checkbox"/> Satisfactory <input type="checkbox"/> Marginal <input type="checkbox"/> Unsatisfactory
COMMENTS: 
5. Small Business. How does the contractor support small business? (Check N/A unless this is a large business and a subcontracting plan is required)
<input type="checkbox"/> N/A <input type="checkbox"/> Exceptional <input type="checkbox"/> Very Good <input type="checkbox"/> Satisfactory <input type="checkbox"/> Marginal <input type="checkbox"/> Unsatisfactory
COMMENTS: 

**SECTION D
EXHIBITS**

6. Regulatory Compliance. How well does the contractor comply with governing regulations such as the Federal Aviation Regulation or others.					
<input type="checkbox"/> N/A	<input type="checkbox"/> Exceptional	<input type="checkbox"/> Very Good	<input type="checkbox"/> Satisfactory	<input type="checkbox"/> Marginal	<input type="checkbox"/> Unsatisfactory
COMMENTS: 					
7. Other – Safety. Contractor and on-site representatives attitude and efforts, as well as actual application, towards aircraft safety and general safety of operations?					
<input type="checkbox"/> N/A	<input type="checkbox"/> Exceptional	<input type="checkbox"/> Very Good	<input type="checkbox"/> Satisfactory	<input type="checkbox"/> Marginal	<input type="checkbox"/> Unsatisfactory
COMMENTS: 					
8. Customer Satisfaction. Identify to what level you were satisfied with the services provided under this contract. If given the opportunity, would you hire this contractor again to accomplish a similar project? <input type="checkbox"/> yes <input type="checkbox"/> No					
<input type="checkbox"/> N/A	<input type="checkbox"/> Exceptional	<input type="checkbox"/> Very Good	<input type="checkbox"/> Satisfactory	<input type="checkbox"/> Marginal	<input type="checkbox"/> Unsatisfactory
COMMENTS: 					
9. Other Areas:					
<input type="checkbox"/> N/A	<input type="checkbox"/> Exceptional	<input type="checkbox"/> Very Good	<input type="checkbox"/> Satisfactory	<input type="checkbox"/> Marginal	<input type="checkbox"/> Unsatisfactory

SECTION D EXHIBITS

10. Other Areas:					
<input type="checkbox"/> N/A	<input type="checkbox"/> Exceptional	<input type="checkbox"/> Very Good	<input type="checkbox"/> Satisfactory	<input type="checkbox"/> Marginal	<input type="checkbox"/> Unsatisfactory
11. Other Areas:					
<input type="checkbox"/> N/A	<input type="checkbox"/> Exceptional	<input type="checkbox"/> Very Good	<input type="checkbox"/> Satisfactory	<input type="checkbox"/> Marginal	<input type="checkbox"/> Unsatisfactory
12. Other Areas:					
<input type="checkbox"/> N/A	<input type="checkbox"/> Exceptional	<input type="checkbox"/> Very Good	<input type="checkbox"/> Satisfactory	<input type="checkbox"/> Marginal	<input type="checkbox"/> Unsatisfactory
Additional comments to support your response to any item above or other items (will not be posted on CPARS website)					
Name, Title of Individual Completing this Form (include agency, phone and electronic address)					
Signature					

SECTION D EXHIBITS

RATING	DEFINITION	NOTE
Exceptional	Performance meets contractual requirements and exceeds many to the Government's benefit. The contractual performance of the element being assessed was accomplished with few minor problems for which corrective actions taken by the Contractor was highly effective.	To justify an Exceptional rating, identify multiple significant events and state how they were of benefit to the Government. A singular benefit, however, could be of such magnitude that it alone constitutes an Exceptional rating. Also there should have been NO significant weaknesses identified.
Very Good	Performance meets contractual requirements and exceeds some to the Government's benefit. The contractual performance of the element being assessed was accomplished with some minor problems for which corrective actions taken by the Contractor was effective.	To justify a Very Good rating, identify a significant event and state how it was a benefit to the Government. There should have been no significant weaknesses identified.
Satisfactory	Performance meets contractual requirements. The contractual performance of the element being assessed contains some minor problems for which corrective actions taken by the Contractor appear or were satisfactory.	To justify a Satisfactory rating, there should have been only minor problems, or major problems the contractor recovered from without impact to the contract. There should have been NO significant weaknesses identified.
Marginal	Performance does not meet some contractual requirements. The contractual performance of the element being assessed reflects a serious problem for which the Contractor has not yet identified corrective actions. The Contractor's proposed actions appear only marginally effective or were not fully implemented.	To justify Marginal performance, identify a significant event in each category that the Contractor has trouble overcoming and state how it impacted the Government. A Marginal rating should be supported by referencing the management tool that notified the Contractor of the contractual deficiency. (e.g. quality, schedule, business relations, management of key personnel, safety report or letter)
Unsatisfactory	Performance does not meet most contractual requirements and recovery is not likely in a timely manner. The contractual performance of the element contains a serious problem(s) for which the contractor's corrective actions appear or were ineffective.	To justify an Unsatisfactory rating, identify multiple significant events in each category that the Contractor had trouble overcoming and state how it impacted the Government. A singular problem, however, could be of such serious magnitude that it alone constitutes an unsatisfactory rating. An Unsatisfactory rating should be supported by referencing the management tools used to notify the contractor of the contractual deficiencies (e.g. management, quality, safety, etc.)

**SECTION D
EXHIBITS**

EXHIBIT 16 - DEPARTMENT OF LABOR WAGE DETERMINATIONS

DEPARTMENT OF LABOR WAGE DETERMINATION INFORMATION

This agreement includes the Department of Labor (DOL) wage determination specified below. In order to reduce the size, the following information has been extracted from the wage determination listed below and identifies the occupation of service employees that would typically be employed on this type of agreement. ***To receive the wage determination in its entirety, please contact the issuing office.***

DOL WAGE DETERMINATION NO. 1995-0222, REV. 49 DATED 07/16/2019

Area: Nationwide

Applicable Occupation:	Airplane Pilot	Minimum Hourly Wage:	\$29.94
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DOL WAGE DETERMINATION NO. 1995-0221, REV. 48 DATED 7/16/2019

Area: Nationwide

Applicable Occupation	Aircraft Mechanic II	Minimum Hourly Wage:	\$31.95
	Aircraft Mechanic III	Minimum Hourly Wage:	\$33.39
	Aircraft Mechanic—Helper	Min. Wage:	\$23.42
	Truck Driver, Tractor Trailer	Min. Wage:	\$19.80

FRINGE BENEFITS REQUIRED AND APPLICABLE FOR THE OCCUPATIONS IDENTIFIED ABOVE

1. Health & Welfare: \$4.54 per hour or \$181.60 per week or \$786.93 per month
2. Vacation: 2 weeks paid vacation after 1 year of service with a Contractor or successor; 3 weeks after 5 years; 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present Contractor or successor, wherever employed, and with the predecessor Contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)
3. Holidays: Minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day and Christmas Day. (A Contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (Reg. 29 CFR 4.174)

EXHIBIT 17 – RESERVED- (Supplemental Rappel Requirements- Equipment)

**SECTION D
EXHIBITS**

EXHIBIT 18 - CONTRACTOR'S VERIFICATION OF INDIVIDUAL HELICOPTER PILOT REQUIREMENTS AND EXPERIENCE FOR INITIAL INTERAGENCY APPROVAL (B.12 (c) (9), B.20 (i) (2))

AMD-60B (12/06) / FS-5700-20b (pending)

CONTRACTOR'S VERIFICATION OF INDIVIDUAL HELICOPTER PILOT REQUIREMENTS AND EXPERIENCE FOR INITIAL INTERAGENCY APPROVAL

Note: This form is required prior to initial (first-time) approval/carding. This form is not for pilots previously approved or carded by the USDA Forest Service or DOI, Office of Aviation Services (formerly Office of Aircraft Services).

The Contractor must ensure that a pilot who is presented for initial carding meets all requirements as outlined in the contract's Section B, Technical Specifications/Pilot Qualifications, after award. The Contractor must verify all pilot hours submitted on this form as determined from a certified pilot log or permanent record to ensure accuracy. In addition, the Contractor must identify previous employers and submit the information on this form. The information provided by the pilot on **USFS Form FS-5700-20A or OAS Form 64B**, Interagency Helicopter Pilot Qualifications and Approval Record, prior to approval needs to be verified as accurate by the Contractor. The information submitted is subject to verification by an interagency pilot inspector.

Date(mm/dd/yyyy):

Company's name:

Pilot's name:

Pilot's total helicopter pilot-in-command hours (verified from pilot's logbook or permanent record):

Pilot's information and flight time/experience as submitted for initial carding on OAS-64B or FS-5700-20a verified as accurate?
Check if yes: ☐

Previous Employers:

Previous Employer	Address & Telephone Number	Current Contact: Name & Telephone No.	Period Employed	Make/Model(s) Flown and PIC Hours in each
1.				
2.				
3.				
4.				

Helicopter Training Courses Completed:

Name of Course & Provider	Address & Telephone Number	Contact Name & Telephone No.	Date of Completion	Flight Hours Completed
1.				
2.				
3.				
4.				

Comments (use additional sheets if necessary):

Check one: ☐ Chief Pilot ☐ Director of Operations ☐ Other

Print name:

Sign name:

**SECTION D
EXHIBITS**

EXHIBIT 19 - "ON CONTRACT" PILOT OPERATIONAL TRAINING (B.10 (a) (3))

Pilot "operational training" may be accomplished "on contract" provided the following criteria are met.

- (a) Training will be conducted in carded helicopters.
- (b) Training shall not interfere with the Scope of the Contract (government will determine what constitutes interference). Note: Will be reviewed at pre-work conference.
- (c) Training may be suspended or terminated by the government at any time.
- (d) Contractor shall be responsible for all travel, per diem, and wage expenses of trainee pilots.
- (e) Contractor has an OAS / USFS approved "Pilot Operational Training Plan". Plan shall contain at a minimum;
 - (1) Intent of program
 - (2) Responsibilities of Chief Pilot, Trainer and Trainee
 - (3) Safety
 - (4) Ground Training Syllabus minimum requirements;
 - (i) Operations and Safety Procedures Guide.
 - (ii) FAR Review
 - (iii) PPE
 - (iv) Contract
 - (v) Load Calc
 - (vi) Performance Planning
 - (vii) Weight & Balance
 - (viii) Companies Rotor Craft Load Combination Flight Manual.
 - (5) Flight Training Syllabus minimum requirements;
 - (i) Lesson plans for all special use tasks required by the procurement document.
 - (ii) Special use tasks will be trained to the standards set forth in the Interagency Helicopter Practical Test Standards.

**SECTION D
EXHIBITS**

EXHIBIT 19 - "ON CONTRACT" PILOT OPERATIONAL TRAINING (B.10 (a) (3)) (Continued)

(6) Training documentation & tracking procedures

- (i) Contractor shall maintain training records documenting all phases of pilot training.
- (ii) Training records are subject to Quality Assurance/Compliance reviews at any time by the government.

(7) Evaluation Process by the Trainer

(8) Process to submit trainee for carding evaluation.

(f) Pilot operational training plan shall be approved by the National Helicopter Standardization Pilot (USFS) or the National Helicopter Specialist (OAS).

(g) Training shall be accomplished only by an interagency approved "**Pilot Trainer**" meeting the following criteria:

- (1) Current and valid CFI Rotorcraft-Helicopter or designated as an approved company instructor.
- (2) Has held an interagency pilot card for a minimum of 2 of the last 5 years.
- (3) A current and valid interagency pilot card endorsed for all missions in which training is to be provided and is endorsed as "Designated Pilot Trainer".
- (4) Pilot trainer endorsement may be revoked at the government's discretion.

(h) "**Trainee Only Pilots**" shall meet the following criteria:

- (1) For aircraft requiring 2 pilots, has met the requirements set forth in 14 CFR part 61
- (2) Has submitted the documentation as outlined in B.20.
- (3) Holds a current and valid Interagency Pilot Card with the endorsement, "**Trainee Only**" pilot.
- (4) "Trainee Only" pilots are authorized to receive training in all missions that the "Pilot Trainer" is endorsed to perform.
- (5) Operational training flight hours may be used to satisfy all but the initial 10 hours of the required flight hours for "weight class".
- (6) Operational training flight hours may be used to satisfy all but the initial 10 hours of the required flight hours for "make and model".
- (7) Operational training flight hours may be used to satisfy the required flight hours for "Mountain Flying – Make and Model".

**SECTION D
EXHIBITS**

EXHIBIT 19 - "ON CONTRACT" PILOT OPERATIONAL TRAINING (B.10 (a) (3)) (Continued)

- (8) Operational flight training **will not** be used to accomplish the contractually required 10 flight hours of Long-Line training.
- (9) "Trainee Only" pilots are limited to receive training in no more than one aircraft make and model per calendar year.
- (i) Contractors awarded up to three items may be authorized two "Pilot Trainers": If awarded four or more items, contractor may be authorized four "Pilot Trainers".
- (j) Contractors will be authorized two "Trainee Only" pilots per "Pilot Trainer" at any time.
- (k) Contractors shall submit training records and a formal request recommending the "Trainee Only" pilot for evaluation by a Helicopter Inspector Pilot. The pilot trainer shall have verified that the trainee has met all contract minimum flight hour requirements and that the trainee is proficient in all special use missions required by the procurement document.
- (l) Any deviation from this exhibit must be approved by an Alternate Means of Compliance (AMOC) issued by the National Helicopter Standardization Pilot or the National Helicopter Specialist and the appropriate Contracting Officer.

**SECTION D
EXHIBITS**

EXHIBIT 20 - AIRCRAFT MECHANIC (HELICOPTER) QUALIFICATION FORM (B.12 (h) (5))

U.S. Department of Agriculture - Forest Service

AIRCRAFT MECHANIC (HELICOPTER)

Agreement No. _____

Name _____ Date of Birth _____

Employer _____ Office Phone _____

FAA Certificates: Type _____ No. _____ Date Issued _____

Total Years Experience _____ Total Years Experience as Licensed Mechanic _____

Record of Special Training (Factory Schools, etc.)

<u>Name of Course</u>	<u>Location</u>	<u>Year Attended</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

Record of Past Performance (Previous Three Years)

<u>Dates</u>	<u>Location</u>	<u>Employer/Supervisor</u>	<u>Phone No.</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Record of maintaining helicopters Under Field Conditions:*

<u>Dates</u>	<u>Location (Designated Base)</u>	<u>Type of Agreement</u>	<u>Type Helicopter</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

* "Field Condition" is defined as maintaining the helicopter away from the contractor's base of operation with minimal supervision

**SECTION D
EXHIBITS**

**EXHIBIT 20 - AIRCRAFT MECHANIC (HELICOPTER) QUALIFICATION FORM (B.12 (h) (5))
(Continued)**

I certify that the information listed by me on this form is true and correct summary of my aircraft maintenance experience. I have read the Maintenance Section of this agreement and understand the terms and conditions. I have received/provided the training as required in B.12(h) (4).

Date

Mechanic Signature

Date

Company Representative

(Inspectors Use Only)

Mechanic meets the Experience Requirements of the Agreement and is approved to perform maintenance on:

Type and Model of Helicopter(s)

Type and Model Engine(s)

Date

USFS Maintenance Inspector

**SECTION D
EXHIBITS**

EXHIBIT 21 - WEIGHT AND BALANCE FORM (EXAMPLE) (A.3, B.5 (a) (15 & 17))

Form A : List of approved equipment (EXAMPLE)							Date Weighed 9/15/2009	Date Weighed		
Page	A/C Make, Model, Series	Registration Number			Serial Number		In A/C	ON 'C' Chart	In A/C	ON 'C' Chart
1 of 1	Bell 205A -1	N12345			66666					
Location and Description of Item		Weight	Arm	Moment	Lat. Arm	Lat. Moment				
Fuselage:										
Ballast		25.3 + 8.5		215.1 + 3.4			86	X		
Battery		52.5 + 8.5		446.3				X		
Wire Strike kit upper and lower								O		
Pulse light kit								X		
Strobe								X		
Cargo Hook								X		
Cabin:										
Instruments										
Radios										
Automated Flight Following										
Seats										
Engine Deck:										
Rotor brake								X		
T-53 engine								X		
212 Rotor assy								X		
Tail:										
Fast Fin								X		
Strake Kit								X		
212 Tail Rotor Assy								X		
Strobe Light								X		
Removable Equipment:										
Fill Pump									C	
Rappel Kit									C	
Survival Kit									C	
First Aid Kit								X		
Fire Tank		395.2 + 125		49400					C	

X: Item was on the aircraft at the time aircraft was weighed or is included in the basic weight
O: Item was off the aircraft at the time aircraft was weighed or is not included in the basic weight.
C: Item is on Form C when installed.

SECTION D EXHIBITS

EXHIBIT 21 - WEIGHT AND BALANCE FORM (A.3, B.5 (a) (15 & 17)) (Continued)

[illegible]

X: Item was on the aircraft at the time aircraft was weighed or is included in the basic weight
O: Item was off the aircraft at the time aircraft was weighed or is not included in the basic weight.
C: Item is on Form C when installed.

EXHIBIT 21 - WEIGHT AND BALANCE FORM (A.3, B.5 (a) (15 & 17)) (Continued)

140

**SECTION D
EXHIBITS**

EXHIBIT 21 - WEIGHT AND BALANCE FORM (A.3, B.5 (a) (15 & 17)) (Continued)

Form B : Aircraft Weighing Record								
Make, Model, Series		Registration Number		Serial Number			Date	
Datum is		Leveling Means		Weighing Procedures References			Scale Location	
Scale Readings								
Scale		Reading	Tare	Net Weight	Long. Arm	Moment	Lat. Arm	Moment
Left Front or Nose								
Right Front								
Left Aft or Tail								
Right Aft								
Basic Weight			Total					
Fuel & Oil at Time of Weighing				Notes				
	Full	Defueled	Drained					
Fuel								
Oil Engine								
Oil Transmission								
Oil Tail Gearboxes								
Hydraulic Fluid								
Items Weighed not part of Basic Weight				Items not Weighed but part of Basic Weight				
Item	Weight	Arm	Moment	Item	Weight	Arm	Moment	
Total (--)				Total (+)				
Adjusted Basic Weight of Aircraft as Weighed								
Total Empty Weight of Aircraft as Weighed								
						CG		Moment
				Longitudinal EW. CG				
				Lateral EW CG				
Aircraft Weighed By				Scales				
Print Name :				Type :				
Signature :				Serial Number :				
Certificate Type and Number :				Calibration Date :				

SECTION D EXHIBITS

EXHIBIT 21 - WEIGHT AND BALANCE FORM (A.3, B.5 (a) (15 & 17)) (Continued)

[illegible]

Solicitation No. (b)(4)
National Call When Needed Helicopter Services

U.S. Forest Service
National Office

SECTION D EXHIBITS

EXHIBIT 21 - WEIGHT AND BALANCE FORM (A.3, B.5 (a) (15 & 17)) (Continued)

[illegible]

Solicitation No. (b)(4)
National Call When Needed Helicopter Services

U.S. Forest Service
National Office

SECTION D
EXHIBITS

EXHIBIT 22 - RESERVED – (Computed Gross Weight)

**SECTION D
EXHIBITS**

EXHIBIT 23 - PERFORMANCE BY GOVERNMENT-FURNISHED PILOT (A.14)

(a) General

- (1) The following provisions shall apply to the performance of work under the contract, on an intermittent and short term basis, when the utilization of a qualified Government pilot is authorized by the Contractor. All other provisions not expressly changed herein continue to apply.
- (2) Qualified Government Pilots may operate Contractor aircraft on a case by case basis, upon written approval of the Regional Aviation Officer (RAO) and the CO.
- (3) Government pilot operations will be in compliance with the USDA Forest Service Manual (FSM) 5700 or Department of the Interior, Departmental Manual (DM), Parts 350-354 Aviation Management and Title 14, Part 91 of the CFR, including those portions that apply to civil aircraft except as noted in the agency manuals. It is not intended that Government pilots meet all requirements of B.12.
- (4) Appropriate records to establish the qualifications and experience of the Government pilot will be furnished to the Contractor upon request.
- (5) The Contractor may conduct check rides and/or training of Government pilots for familiarization in the Contractor's helicopters. The cost of check rides and flight training, if required, will be borne by the Government.
- (6) Approval of a Government pilot to perform work under the contract rests solely with the Contractor.
- (7) The clause Loss, Damage, or Destruction, is applicable to this contract when the Contractor authorizes performance by a Government pilot.
- (8) The payment provisions of the contract remain unchanged.
- (9) Shall not function as Contractor's scheduled relief pilot.

(b) Loss, Damage, or Destruction

- (1) The Contractor shall indemnify and hold the Government harmless from any and all losses or damage to the aircraft furnished under this contract except as delineated below. For the purpose of fulfilling the contractor's obligation under this clause, the Contractor shall procure and maintain during the term of this contract, and any extension thereof, hull insurance meeting FAA requirement, acceptable to the Contracting Officer (CO). The Contractor's insurance coverage shall apply to pilots furnished by the Government to operate this aircraft. The contractor shall procure and maintain during the term of this contract, and any extension thereof, aircraft public liability insurance in accordance with 14 CFR, Parts 198 and 205. **The parties names insured under the policies shall be the Contractor and the United States of America.** The Contractor may request a list of Government pilots, by name, and qualifications for potential pilots from the CO.

**SECTION D
EXHIBITS**

EXHIBIT 23 - PERFORMANCE BY GOVERNMENT-FURNISHED PILOT (A.14) (Continued)

(2) Prior to the commencement of work hereunder, the Contractor shall furnish the CO with a copy of the insurance policy or policies or a certificate of insurance issued by the underwriter(s) showing that the coverage required by this clause has been obtained.

(3) Each policy or certificate evidencing the insurance shall contain an endorsement that provides that the insurance company will notify the CO thirty (30) days prior to the effective date of any cancellation or termination of any policy or certificate or any modification of a policy or certificate that adversely affects the interest of the Government in such insurance. The notice shall be sent by registered mail and shall identify this contract, the name and address of the Contracting Officer, the policy, and the insured. The Contractor, prior to commencement of work, shall submit to the Contracting Officer one copy of the insurance policy, or confirmation from the insurance company, certifying that the coverage described in this clause has been obtained.

(4) If the aircraft is damaged or destroyed while in the custody and control of the Government, the maximum liability to the Government shall not exceed the Contractor's deductible (if any) stipulated in the insurance coverage. The Contractor's deductible as stipulated in the insurance coverage shall not exceed:

- (i) In-Motion Accidents - Up to 5% of the current insured value of the aircraft as stated in the policy.
- (ii) Not In-Motion Accidents – Up to \$1,000.00 per accident.

(5) Such reimbursement shall not be made; however, for loss or damage to the aircraft resulting from (1) normal wear and tear, (2) negligence or fault in maintenance of the aircraft by the Contractor, or (3) defect in construction of the aircraft or a component thereof.

(6) If damage to the aircraft is established to be the fault of the Government, availability payments will be made to the Contractor during the repair period. The Government may, at its option, make necessary repairs or return the aircraft to the Contractor for repair. In the event the aircraft is lost, destroyed, or damaged so extensively as to be beyond repair, no rental payment will be made to the Contractor thereafter.

(7) The contractor shall use every precaution necessary to prevent damage to public and private property. The Contractor shall be responsible for all damage to property and to persons, including third parties that occur as a result of their or their agent's or employee's fault or negligence. The term "third parties" is construed to include employees of the Government. The Contractor may be otherwise insured by a combination of primary and excess policies. Such policies must have combined coverage equal to or greater than the combined minimums required.

**SECTION D
EXHIBITS**

EXHIBIT 23 - PERFORMANCE BY GOVERNMENT-FURNISHED PILOT (A.14) (Continued)

(8) Any failure to agree as to the responsibility of the Contractor under this clause shall, after a final finding and determination by the CO, be considered a dispute within the meaning of the "Disputes" clause of this contract.

(9) The Government shall not be liable for damages to contractor equipment or personnel provided under this contract except for damages caused by Government personnel acting within the scope of their official duties as compensable under the Federal Tort Claims Act, 28 U.S.C. 2671-2680.

**SECTION D
EXHIBITS**

EXHIBIT 24 - FAA OVER WATER KIT (A.12)

(a) **Weather guidelines:** Ceiling of 500 feet and visibility of three miles offshore.

(b) **Personal Protective Equipment:**

(1) Flotation/survival vests shall be worn by all occupants when flying beyond power-off gliding distance to shore.

(2) A flotation/survival vest shall be provided by the Contractor for each seat available in the helicopter. The contents of this vest shall be as follows:

(i) Dual inflation bladders TSO-C13c or equal.

(ii) Water activated light attached to vest TSO-C85.

(iii) Dye marker.

(iv) Whistle or other Coast Guard-approved noise device.

(v) Mirror for signaling.

(3) A flotation/survival vest shall be provided by the contractor for the pilot. The contents of this vest shall be as follows:

(i) All the contents of subsection 2 above.

(ii) One FAA-approved 406 MHz Emergency Locator Transmitter (ELT), Coast Guard-approved 406 MHz Emergency Position Indicating Radio Beacon (EPIRB), or FCC-approved 406 MHz Personal Locator Beacon (PLB). This shall be of a size that allows the ELT/EPIRB/PLB to be carried on the flotation/survival vest and shall not impede egress from the aircraft.

(iii) Two smoke markers for daytime distress signaling.

Note: The flotation/survival vests used satisfactorily in the past have been assembled from components (i.e., durable nylon mesh vest with an inner flotation device; pockets available in the vest allowed for required equipment storage, etc.) available from a variety of marine survival equipment suppliers.

(c) **Life Raft:** A double chamber life raft(s) shall be provided for each helicopter with a "rated capacity" equal to the seating capacity of the aircraft (pilot and passengers).

Note: Personal Locator Beacon (PLB) with same specifications in (b) (3) (ii) above shall be provided by the government for all passengers.

**SECTION D
EXHIBITS**

EXHIBIT 25 - LITTER KIT PROVISIONS AND LITTER (A.12)

Litter Kit must be designed to facilitate rapid conversion of the helicopter to an air ambulance configuration. The Litter Kit shall provide for transporting one or two litter patients as well as one or two attendants. The kit shall consist of a minimum one folding litter and support structure, attaching hardware, and one special door. The special door shall incorporate provisions for quick installation which will permit high speed and/or long distance transportation of patients and attendants in comfort.

Included in the kit may be a basic shape door window glass panels for quick interchange with a bubble glass panel for normal operation.

Operations:

With litters installed, operations must be conducted in accordance with the rotorcraft flight manual supplement.

Equipped Weight and Gross Weight Limitations:

Equipped weight of the helicopter with kit and litter shall be computed and listed on the running weight charts. Center of Gravity Limitations:

Before each flight with a liter patient a weight and balance shall be computed.

EXHIBIT 26 – RESERVED – (Aerial Ignition)

EXHIBIT 27 – RESERVED – (Law Enforcement Short Haul Special Mission Qualifications & Requirements)

**SECTION D
EXHIBITS**

EXHIBIT 28 - PUBLIC AIRCRAFT OPERATIONS

This Exhibit serves as notice that you may be conducting Public Aircraft Operations (PAO) while under contract to the United States Forest Service (USFS). Flights ordered and conducted under this contract may be considered Public Aircraft Operations.

FAA Advisory Circular 00-1.1B can be referenced at hyperlink below:

https://www.faa.gov/documentlibrary/media/advisory_circular/ac_00.1-1b.pdf

After contract award, the contractor/company is responsible for providing the following information to the Federal Aviation Administration Flight Standards District Office that your 133, 135 and/or 137 Certificates are issued by. In addition, a copy of this document is required to be carried in each aircraft listed below.

Civil Operator: Name your Certificates are Held Under

Aircraft Type (Fixed-Wing or Helicopter): Make/Model/Series

Name of Aircraft Owner: Name on Aircraft Registration

Aircraft Registration Number(s): N Number(s) of Aircraft on Contract

Contract Number: 12024BXXXXXX

Contract Type and Service: *EU/CWN, Airtanker/Helicopter/Light FW, etc. Services*

Date of Contract: Contract Award Date

Date of Proposed First Flight as a PAO: Effective Date of Contract

Date PAO Declaration Expires: This date should be the final day of the contract period of performance – including the base period of the contract plus all possible option years.

Public Aircraft Operations are being conducted under contract by: *U.S. Forest Service, 1400 Independence Avenue SW, Washington DC 20250*

Acquisition Management Official: Robert Hoffman, Contracting Officer, robert.hoffman@usda.gov or (208) -387-5681

Government Official Making PAO Flight Determinations: Assistant Director of Aviation at (202) 205-1410.

Please contact Assistant Director of Aviation at (202) 205-1410 with comments or questions regarding the PAO declaration.

**SECTION D
EXHIBITS**

EXHIBIT 29 - VENDOR-CONTRACTOR QA/EVALUATION/SAFETY CHECKS

Type 1 aircraft are authorized to utilize an aircraft seat (non-pilot station) to conduct evaluations on company pilots for the purpose of Quality Assurance, CRM/Safety evaluations while on an operational mission. Type 2 aircraft are authorized to utilize a pilot position to conduct the above evaluations.

Restrictions are as follows:

- (a) Limited to 1 (one) fuel cycle per crew on an operational mission.
- (b) Must meet PPE and Fire Shelter requirement.
- (c) Jump seat must be an FAA approved seat with approved restraint system.
- (d) A minimum of 24 hours' notice must be given to the Helicopter Manager/COR. The COR/Helicopter Manager will have the final approval authority.
- (e) The only authorized personnel to conduct evaluations are; Chief Pilots, Chief flight instructors, Company Safety managers. If they have access to flight controls (Type 2) they are restricted from flying the aircraft unless they have a current interagency card. Companies will submit the names of the personnel that are in these positions to the National Helicopter Standardization Pilot for approval.
- (f) Evaluation program must be addressed in the company's SMS or operations specs and include procedures for addressing summary of findings/mitigations.
- (g) Relief pilot safety orientation flight is authorized provided the flight is an operational mission, is limited to 1 (one) fuel cycle and will be counted as a duty day.
- (h) An end of season summary of findings will be provided to the National Helicopter Standardization Pilot or National Helicopter Program Manager.

EXHIBIT 30 – RESERVED – (Night Flying Operations)

**SECTION D
EXHIBITS**

**EXHIBIT 31 - SAFETY MANAGEMENT SYSTEM (SMS) COMPONENTS QUESTIONNAIRE AND
ACCIDENT HISTORY**

The FS aviation program views Safety Management Systems (SMS) as a critical element for contract evaluation. **A complete response is required.**

(a) Safety Management System Components

The FS aviation program uses Safety Management Systems (SMS) agency-wide approach to aviation operations that includes safety management policy, safety risk management, safety assurance and safety promotion. Provide evidence of your SMS program as described below.

Note: Under the column heading OFFEROR ACTION REQUIRED on the form, the documentation provided must describe the policy or process used to meet the standard with completed evidence. Blank forms are not acceptable as evidence. For example, for audit evidence under Safety Assurance, a certificate of an SMS audit serves as evidence; or a copy of a "self-validated" SMS audit will suffice. If no action is stated, simply mark the column with a Y, N or N/A where applicable.

The International Standard for Business Aircraft Operations (IS-BAO) and the Federal Aviation Administration (FAA) in AC120.92A can provide the explanations and examples of the requested standards below.

SAFETY MANAGEMENT SYSTEM COMPONENTS		Y	N	NA	OFFEROR ACTION REQUIRED
	Standard				
1	Safety Policy and Objectives				
1a	Are key safety personnel appointed? Is there an identified trained Aviation Safety Manager?				Describe and provide evidence.
1b	Does the company have an organizational structure (organizational chart) that clearly defines duties, authorities and accountabilities?				Describe and provide evidence.
1c	Where the company has more than one operating base, has the management structure addressed the management responsibilities at each location?				Describe and provide evidence.
1d	Operations Manual				Describe
	• Does the Operations Manual contain a flight operations and aircraft maintenance policy?				Provide evidence.
	• Does the Operations Manual contain an operational control system and SOP's?				
	• Is the Operations Manual approved by management (CEO)?				

**SECTION D
EXHIBITS**

SAFETY MANAGEMENT SYSTEM COMPONENTS		Y	N	NA	OFFEROR ACTION REQUIRED
	Standard				
	<ul style="list-style-type: none"> Is the Operations Manual amended or revised as necessary to ensure that the information contained in it is kept up to date? 				Describe and provide evidence.
	<ul style="list-style-type: none"> Have the employees been trained on the Operations Manual? 				Provide evidence.
	<ul style="list-style-type: none"> Does the Operations Manual reflect the type operation that is being contracted for? 				Describe and provide evidence.
1e	Emergency Response Plan				Describe and provide evidence.
	<ul style="list-style-type: none"> Do you have an internal emergency response plan? 				Describe
	<ul style="list-style-type: none"> Is the Accident / Emergency Plan available to all employees? 				Provide evidence.
	<ul style="list-style-type: none"> Are personnel who have a role in the emergency response plan trained in their role, and is the plan exercised periodically in order to test its integrity? 				
2	Safety Risk Management				
2a	Does the company have a Risk Management Policy?				Provide evidence.
2b	Has the company developed and maintained a Risk Management Process to: Identify Hazards Risk Analysis (Exposure) Risk Assessment (Severity and likelihood) Decision Making (Mitigations) Validation of Control (Controls effective)				Describe and provide evidence. No blank forms.
2c	Does the company have an Operational Risk Management (ORM) Worksheet or Flight Risk Analysis Tool (FRAT) Worksheet.				Describe and provide evidence.
2d	Is there a process to elevate the risk decision outcome? i.e. Chief Pilot? CEO?				Describe and provide evidence.
3	Safety Assurance				
3a	Have operations (internal or external) audits been conducted in this past field season?				Describe and provide evidence of this audit.
3b	Is there an Action Plan (AP) developed from the audits?				Provide your latest plan.
3c	Does the company have a Quality Assurance Program?				Describe and provide evidence.

**SECTION D
EXHIBITS**

3d	Has the company developed and maintained a means of: monitoring and measuring safety performance, identifying and managing organizational changes that may affect safety, ensuring continual improvement?			What action has your company taken and/or plans to facilitate change? Describe and provide evidence.
3e	Does the company have a training program that ensures personnel are trained and competent to perform their assigned duties?			Do you have a process that can train your pilots and mechanics, both initially and annually, on the requirements of this contract? Describe and provide evidence.
3f	Does the company have a separate training program for: pilots, maintenance personnel, fuelers / truck drivers?			Describe and provide evidence.
4	Safety Promotion			
4a	Has the company developed and maintained a formal means of safety communication (like SAFECOM)			Briefly describe technology your company has acquired to facilitate communication with deployed pilots. Describe and provide evidence
4b	Are there lessons-learned developed from incidents/accidents? Are they shared with the company personnel?			Provide evidence.
4c	Is a Safety Award system in place?			Describe

(b) Accident History for the previous 5 years: Include all aircraft that have operated under your Operating Certificates (fixed wing and rotor wing). Complete the blocks that apply to your company accident history.

(1) Total number of flight hours for the previous 5 years: _____

(2) Number of aircraft accidents reported to NTSB in the previous 5 years: _____

If your company has had an accident in the last 5 years provide an accident prevention action plan or evidence of actions taken to prevent future accidents.

If you had an accident that was reported to the NTSB and it was downgraded to an incident, you must provide evidence from the NTSB.

**SECTION D
EXHIBITS**

EXHIBIT 32 - TRANSPORTATION WORKSHEET

<p>When assigned to an alternate base, the Contractor will be paid for actual necessary and reasonable costs associated with transporting authorized personnel (relief crew). The Contractor is responsible for advising the on-site Government representative(s) of the anticipated cost associated with transporting relief (and/or maintenance) personnel to the alternate base prior to the relief exchange. Claims must be supported by itemized invoices, summarized on this worksheet, and submitted to the COR. See contract clause "Transportation Costs Associated with Operating Away From the Designated Base" for detailed information</p>				
VENDOR:		AIRCRAFT TAIL NUMBER:		
DATE		ALTERNATE BASE LOCATION		
Relief Exchange – Involved Crew Member(s)				
<input type="checkbox"/> Pilot (list on page 2)		<input type="checkbox"/> Fuel Servicing Vehicle Driver (list on page 2)		<input type="checkbox"/> Mechanic (If required by contract) (list on page 2)
Additional Personnel				
<input type="checkbox"/> Mechanic Name		<input type="checkbox"/> Other Name		
Maintenance Accomplished		Reason for providing additional personnel		
ITEMIZATION OF COSTS – From Page 2 (vendor maintain receipts at home base)				
Airline Transportation		Total for all positions from page 2		\$
Charter Aircraft		Invoice to include aircraft make/model, flight time, hourly rate, passengers, and departure/destination location, date and time		\$
Rental Car		Total from page 2		\$
Rental Car Fuel		Total from page 2		\$
POV automobile	Total Mileage	From	To	\$
*POV/Company aircraft	Total *Statute Miles	From	To	\$ (GSA rate x sm*)
Other (explain)				
				\$
				\$
				\$
Total Cost				\$
<p>Vendor: Fill out page 1 and 2 of the Transportation Worksheet (relief costs). Receipts shall match information provided on page 2; maintain actual receipts at Home Base. *If POV/Company aircraft used to transport relief, the vendor must provide airline ticket cost comparison. Government will pay the lessor amount.</p>				
Vendor Signature:				Date

SECTION D EXHIBITS

EXHIBIT 32 - TRANSPORTATION WORKSHEET (Continued) (Use Extra Sheets If Needed)

		Dates					*	*
AC Location	Pilot Name(s)	Travel In	Travel Out					
	Mechanic Name(s)							
	Fuel Service Driver Name(s)							

*Applicable (yr.) - Rate per mile x nautical miles (NM)

<http://www.gsa.gov/mileage>

*Applicable (yr.) - Rate per mile x statute miles (SM) (1NM
<http://www.gsa.gov/mileage>

equals

1.15077945

SM)

**SECTION D
EXHIBITS**

EXHIBIT 33 – RESERVED – (Additional Telemetry Unit (ATU))